



Certified: --

E-39-24

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LEGISLATURE MARCH 4TH, 2024
4:59 PM

NIFS ID: CFPW24000007

Capital: X

Contract ID #: CFPW24000007

NIFS Entry Date: 02/22/2024

Department: Public Works

Service: CM/CI Long Beach Rd Resurfacing, Drainage &
Traffic SFTY Improv H61139-02CM

Term: Eighteen (18) months from the Commencement Date or
until project closeout

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	No
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	Yes
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 Contract Specific Address: P.O. Box 829160 Philadelphia, PA 19182-9160	
Main Contact: Malika Henry	
Main Phone: (332) 204-8063	

Department:
Contact Name: Devin Velasquez
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: (516) 571-4232
Email: ldionisio@nassaucountyny.gov, CPetrucci@nassaucountyny.gov, Ekobel@nassaucountyny.gov, svarughese@nassaucountyny.gov

Contract Summary

Purpose: The Department of Public Works intends to procure a firm to perform Construction Management and Inspection Services for the proposed Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements.
Procurement History: Notice of the RFP was published in Newsday, Contract Reporter and was made available on the County's website on July 25, 2023. On August 18, 2023, proposals from fifteen (15) firms were received. The technical proposals were evaluated by professional staff from within the Department. Gannett Fleming presents the best value to the County.
Description of General Provisions: These services shall include providing Resident Engineering, Office Engineering and Construction Inspection Services for the Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements project between DeMott Avenue and Woodland Drive. The firms selected to provide these services will be awarded an eighteen (18) month Agreement with the County.

Impact on Funding / Price Analysis: Funding for the professional services is available under Capital Projects 61139 in the amount of \$807,647.60. MWBE 14.2%, SDOVB 7.1%.

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☒ Request For Proposals awarded to proposer offering best value

RFP #: PW-H61139-02CM

Advertised On: 07/25/2023

Advertised In: Bid Board, Newsday, New York State Contract Reporter

Proposals Due On: 08/18/2023

Number of proposals received: 15

Evaluation Committee members: Devin Velasquez, Civil Engineer III, James Caruso, Project Manager II, and Richard Andrasick, Project Manager I. Saji Varughese, Project Manager III as a nonvoting member was present at the meeting.

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.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☒ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

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

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00003	PWCAPCAP 00003 61139 000	01	\$807,647.60
Project Number		61139						
Project Detail		000						
TOTAL							\$807,647.60	

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$807,647.60
Other	\$0.00
Total	\$807,647.60

Routing Slip

Department			
NIFS Entry	Roseann D'Alleva	02/23/2024 12:29PM	Approved
NIFS Final Approval	Roseann D'Alleva	02/23/2024 12:29PM	Approved
Final Approval	Roseann D'Alleva	02/23/2024 12:29PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	02/23/2024 12:30PM	Approved
Final Approval	Roseann D'Alleva	02/23/2024 12:30PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	02/23/2024 12:56PM	Approved
Approval as to Form	Salvatore Spezio	02/23/2024 04:33PM	Approved
NIFS Approval	Mary Nori	03/04/2024 01:46PM	Approved
Final Approval	Mary Nori	03/04/2024 01:46PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	02/23/2024 02:38PM	Approved
NIFA Approval	Christopher Nolan	03/01/2024 03:28PM	Approved
Final Approval	Christopher Nolan	03/01/2024 03:28PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	03/04/2024 02:29PM	Approved
DCE Compliance Approval	Robert Cleary	03/04/2024 02:29PM	Approved
Vertical DCE Approval	Arthur Walsh	03/04/2024 02:50PM	Approved
Final Approval	Arthur Walsh	03/04/2024 02:50PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	03/04/2024 04:55PM	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. – 2024

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., to provide the County with construction management and inspection 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 agreement with Gannett Fleming Engineers and Architects, P.C.

CONTRACT FOR SERVICES

H61139-02CM

Construction Management and Inspection Services for Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements, South Hempstead

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this “Agreement”), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”) acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the “Department”) and (ii) Gannett Fleming having its principal office at 88 Froehlich Farm Blvd, Woodbury, New York 11797 (the “Firm” or the “Contractor”).

W I T N E S S E T H:

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

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

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

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

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the “Commencement Date”) and terminate on the eighteen (18) months of the Commencement Date, (the “Expiration Date”) unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for Extended Construction and Post Construction Phase Services until project close-out, 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. Work assigned within the contract period will generally be required to be completed. Any contract work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. Amendment of contract for time only will not be required for this purpose.

2. Services.

1. The services to be provided by the Firm under this Agreement consist of providing one Resident Engineer, one Office Engineer, and one Inspector for managing all construction related activities, contractor claims, and construction related engineering services for the construction contract Long Beach Road Resurfacing, Drainage and Traffic Safety Improvement project. The specific work divisions and deliverables related to this

project are more particularly described in the “Detailed Scope of Services,” attached hereto and hereby made a part hereof as Exhibit “A.” Services that were included in the firm’s proposal shall be considered part of the Agreement and shall be provided, at the request of the Department.

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm’s services under this Agreement shall be payable as set forth in the “Payment Schedule,” attached hereto and made a hereby part hereof as Exhibit “B”. Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm’s services under this Agreement shall not to exceed Eight Hundred Seven Thousand Six Hundred Forty Seven Dollars and Sixty Cents (\$807,647.60).

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

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

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

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

(f) Payments Relating to Services Rendered by Subcontractors. The County

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

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

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

interest.

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

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

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

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

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

7. **Compliance with Law.**

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

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

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

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

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

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

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department

that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the “Vendor Code of Ethics”), and will comply with all of its provisions;

(ii) All of the Contractor’s Participating Employees, 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 acknowledgement 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 under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) 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 under this Agreement.

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the “Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions of the Contractor or a Contractor

Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

10. Insurance.

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the

Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

12. Termination.

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

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

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

survive the termination of this Agreement.

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

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

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

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

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

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered

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

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three dollars and no cents (\$ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due

and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

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

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

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

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

{Remainder of page intentionally lefty blank}

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

GANNETT FLEMING

By: T.B. Pursel
Name: Thomas B. Pursel, PE
Title: Vice President
Date: 1/10/2024

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 10th day of January in the year 2024 before me personally came
Thomas B. Pursel to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of [REDACTED]; that he or she is the
Vice President of Gannett Fleming Engineers and Architects, P.C., the corporation described herein
and which executed the above instrument; and that he or she signed his or her name thereto by
authority of the board of directors of said corporation.

NOTARY PUBLIC

[Signature]
1/10/2024
LUKESHWARIE SINGH
Notary Public, State of New Jersey
Comm. # 2379185
My Commission Expires 10/21/2028

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

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

NOTARY PUBLIC

EXHIBIT A
Scope of Work
Construction Management and Inspection Services for
Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements

The Scope of Services (“Scope”) outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this job title and compensation review and analysis. Example of additional services may include material testing, sub-surface explorations, specialized engineering related services, immediate corrective measures, Pre-cast plant inspections, etc.

C1. Basic Services of the Construction Management and Inspection Firm

Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements

The scope of services to be performed in the respective phases (which may overlap) is summarized below.

1.0 Construction Phase Services

- 1.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project. The Construction Phase will terminate upon final acceptance of the project in its entirety by the County.
- 1.2 Pre & Post Construction Phase – The pre-construction phase shall include all the required documentation, insurance, safety and DBE/MBE/WBE/SDVOB utilization paperwork as well as the tracking, review and approval of proposed materials for the project to be prepared by CM.
- 1.3 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County’s behalf. The CM shall administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the users. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC and additional duties of CC or CM, as required. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, measuring wheels, digital cameras, cellular telephones, smart levels and anything else needed to perform the assigned or required work.
- 1.4 Site Conditions – As portions of the work become accessible during construction phase, CM shall promptly and diligently investigate existing conditions and report to the County, those conditions which differ

substantially from the information contained in the Construction Documents. Collaborate with the County to devise appropriate modifications to the Contract Documents.

- 1.5 Erosion and Sediment Control – The CM team shall make sure the contractor takes the responsibility for the temporary control of soil and water pollution that could potentially result from construction activities and shall be in accordance with Federal, State and Local regulations, as well as the Contract specifications and directions of the County representatives. At a minimum, the RE and Inspector shall attend and hold a valid certification for NYSDEC 4-hour erosion & sediments control training. The CM shall be responsible for inspecting the work site and directing that, all necessary precautions shall be taken to prevent contamination of waters and surrounding areas by slit, sediments, fuels, solvents, lubricants, epoxy coating, wet concrete, concrete leachate, washings from concrete equipment or any other pollutant associated with drilling and constructions procedures. (Specific reference is made to the New York State Department of Environmental Conservations’ “Guidelines for Urban Erosion and Sediment Control”, along with any subsequent updates.) It is the CM’s responsibility to make sure that the contractor adheres to SPDES permit and SWPPP requirements and maintain documents accordingly.
- 1.6 Quality Assurance – The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM’s routine observation of the Work with respect to conformance to the Construction Documents. The CM shall to guard the County against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by County staff with the Work of the CC. The CM shall promptly notify the County, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall monitor and document implementation for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.
 - 1.6.1 Monitor Progress – The CM shall inspect and Monitor the progress of the CC’s work and prepare written daily reports documenting the type and location of work performed, each contractor’s labor and equipment, and all pertinent details relative to the progress of the Work. The CM shall augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC contracts, to ensure that the CC workforce is sufficient, and the Work is being diligently completed in strict compliance with the contract documents.
 - 1.6.2 Documentation –The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a

period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, and requests for information, supplementary bulletins, changes orders, CC requisitions/ payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CCs' submittals such as product data; promptly review them for completeness and responsiveness; log and finally distribute them to the Engineer for review and approval within 48 hours of receipt by CM of CCs' submittals. The CM shall return submittals to the CC within 24 hours of receipt from the County, and shall update the submittal log accordingly. CM shall collect and compile as document any field change and add to record drawings.

1.6.3 CC Payments: - The CM shall receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CCs. CM shall correlate CCs' payment requests with the progress of the Work, and take into account any deficiencies in the Work for which payment is being requested, in making a recommendation. The CM's recommendation for payment shall constitute a representation to the County that, to the best of the CM's knowledge, information and belief the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. In addition, the CM shall track payments to CCs document construction expenditures.

1.6.4 Meetings – The CM shall schedule and conduct regular weekly meetings with the CC, the County, and others, when necessary, to plan and coordinate the Work, discuss progress, implement safety concerns, and solve problems related to the Project. The CM shall also attend periodic meetings with the County as needed. The CM shall prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

1.6.5 Reporting – The CM shall prepare monthly written progress reports signed and approved by the Project Manager and electronically deliver same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

- A. Executive Summary
- B. Progress Narrative - supported by photographs and the project schedule updated to show progress
- C. Issues Report – Report on all critical and important issues, which require the attention of the County

- D. Change Orders – log the status of change orders (e.g., potential, proposed, pending, processed)
- E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work or delay
- H. Attachments – attach photographs, logs, reports, etc. which are germane to the issues Report.

1.6.6 Safety - The CM shall require the CC to submit its safety program and Health and Safety plan for review and approval. The CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. However, the CM shall review and accept the Health and Safety plan and shall serve a central role in dissemination of safety- related information. The CM shall verify and accept means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the Work of the CC as necessary. The CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. CM's effort shall include the following:

- A. The CM will review the CC Health and Safety program and inform the Departments Project Manager of its adequacy and acceptance.
- B. CM's Safety Officer shall visit the site once per week, review the working conditions with the CC's designated site safety representative and provide a written report to NCDPW (copying the contractor and other project participants) within 24 hours of the field visit. The report shall identify any and all short comings and will follow up on any reported incidents.
- C. CM shall prominently post signage requiring that all visitors must check in with the Construction Manager before entering the site. CM shall maintain a log of all visitors and shall ensure that visitors wear the proper PPE during any such visit.
- D. CM shall attend CC's toolbox mtgs. to verify that these are being held and ensure that the CC adequately documents attendance. A copy of the toolbox meeting agenda and sign in will be kept for the Project record.
- E. In the event of an accident the CM shall submit to the Department within 24 hours a preliminary report and a final report within two weeks. The final report

will include additional safety measures to help prevent reoccurrence

- F. CM's weekly safety reports shall be reviewed and discussed at all jobsite progress meetings. Discussion shall focus on correction of any deficiencies as well as safety during upcoming work on the look-ahead schedule.
- G. Administer CC's compliance with 10-hour OSHA training requirements and ensure site safety orientation is provided for all construction workers employed on the project.

1.6.7 Changes - The CM shall evaluate and prepare all Supplementary Bulletins prior to their issuance, prepare cost estimates, review the CCs' proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work. The CM shall evaluate the CC's proposed adjustment to contract price and time and assist the County in negotiating Change Orders. Where changes are or may be the result of the Designer's error or omission, the CM shall inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Supplementary Bulletins, Proposals and Change Orders.

1.6.8 Change orders – The CM is responsible for preparing, reviewing, and recommending for approval of all Change Orders.

1.6.9 Cash Flow Forecast – With the cooperation of the CC, the CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast.

1.6.10 Temporary Office – For Resident Engineer and Office engineer, office space, desktop phone and a desktop computer will be provided at the 1194 Prospect Ave, Westbury. Anything else needed to perform the required task shall be provided by the consultant firm, including office supplies, copy paper, ink/toner, etc.

1.6.11 Permits – The CM shall verify all required permits obtained

from regulatory agencies having jurisdiction prior to the commencement of the project and shall follow requirements accordingly.

2.0 Post-Construction Phase Services

- 2.1 Contract Closeout – The CM shall conduct final inspections of the completed project with County representative and prepare detailed punch lists (observed discrepancies, deficiencies, and incomplete items of work), as required. If the project will be completed in phases, then multiple final inspections shall be conducted as needed.

The CM shall compile project record documents collected during the construction phase and supplement with any information collected during construction. The CM shall review any field changes and add to the record drawings, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified record drawings to the Engineer. In addition, the CM shall ensure that all files and documentation are complete and in order so that the County can maintain proper records in storage.

- 2.2 Claims and Disputed Work - The CM shall promptly review CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed the CM shall promptly refer the matter(s) under dispute to the County for interpretation. Advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, the CM shall schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, the CM shall prepare written response to CC's claims, incorporating the County's determination, where applicable.
- 2.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager / Inspector, as defined herein. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Designer.

3.0 Additional Services

- 3.1 Extended Construction and/or Post Construction Phase Services: The CM shall provide hourly rates and multiplier for all staff assigned to the project. The hourly rates plus multiplier shall include all costs, including overhead and profit. These rates shall be the sole basis for additional compensation for extended construction and/or post construction phase staffing services, subject to approval of the Commissioner.
- 3.2 Extra Services and Reimbursable Expenses as per agreement Exhibit B

Payment Schedule.

EXHIBIT B

Payment Schedule

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

A. AMOUNT OF CONSIDERATION

In consideration of all services, performed by the Firm (inclusive of sub-consultants, and all reimbursable expenses and additional/ extra services) under this Agreement, the County shall pay the Firm a total amount not to exceed Eight Hundred Seven Thousand Six Hundred Forty Seven Dollars and Sixty Cents (\$807,647.60) including Extra Services and Reimbursable Expenses. The Firm shall be compensated for such services by an amount equal to two and thirtieth hundred (2.30) times the actual salaries or wages paid to the technical personnel engaged in this project exclusive of payroll taxes, insurance, and any and all fringe benefits. (Maximum allowable Multiplier 2.30 for resident engineer, office engineer, inspectors for their services and for any extra services. For extra services, prior approval needed from Commissioner or his or her duly designated deputy).

The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee salary increases within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. All overtime requests must be submitted to the Department for approval in advance. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred.

Notwithstanding the foregoing, the maximum billable rate, excluding Additional/ Extra Services, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed two hundred and twenty-five dollars (\$225.00).

B. REIMBURSABLE EXPENSES

The following items are included in the Firm's fee, under the allowance, 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 or his or her duly designated deputy 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:

A. 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 Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

B. Direct reimbursement of site investigation, sub-surface exploration, utility location and mark-out services, and any other engineering related expenses as required.

C. ADDITIONAL/ EXTRA SERVICES

(1) Additional / Extra Services. At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Additional/Extra Services under the allowance. The Firm shall not perform, nor be compensated for, additional/ extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Firm agrees to perform any such additional/ extra Services in accordance with the terms and conditions contained in this Agreement. For any additional/ extra services to be paid based on actual salaries, the CM firm shall be compensated for such services by an amount equal to two and thirtieth hundredths (2.30) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The CM firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate of two hundred and twenty-five dollars (\$225.00) exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate for all technical personnel and principals after application of the multiplier, shall not exceed two hundred and twenty-five dollars (\$225.00) under allowances per hour. As used herein, "Additional/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. Additional/ Extra services may include, but not limited to the following:

- (a) Engineering services for immediate corrective measures.
- (b) Construction related emergency services.

(2) Payments to Firm When Services Are Compensated "On the Basis of Salary Multiplier"

With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee working on all current County agreements with the Firm.

Appendix “EE”

Equal Employment Opportunities for Minorities and Women

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

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled “Participation by Minority Group Members and Women in Nassau County Contracts,” governs all County Contracts as defined 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. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall

not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does

expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

- f. Proof or affidavit that negotiations were held in 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 inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix "L"

Certificate of Compliance

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

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

Thomas B. Pursel, PE (Name)

88 Froehlich Farms Blvd. Suite 450, Woodbury, NY 11797 (Address)

(516) 365-4140 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder _____ has x has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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

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

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

1/10/2024
Dated _____

T.B. Pursel
Signature of Chief Executive Officer

Thomas B. Pursel, PE

Name of Chief Executive Officer

Sworn to before me this

10th day of January, 2024.

[Signature]
Notary Public

LUKESHWARIE SINGH
Notary Public, State of New Jersey
Comm. # 2379185
My Commission Expires 10/21/2028

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: February 16, 2024

SUBJECT: Contract No.: H61139-02CM-Long Beach Rd Resurfacing, Drainage & Traffic Safety
Improvements-CM
S3P312-04M-Harwood Dr Ejector Station & Southridge Dr Pump Station Improvements-CM
Gannett Fleming Engineers and Architects, PC.
Responsibility Determination Memo

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.
2. Legal Authority
Vendor is not debarred. Vendor possesses requisite licenses.
3. Integrity
Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

February 16, 2024

SUBJECT: Contract No.: H61139-02CM-Long Beach Rd Resurfacing, Drainage & Traffic Safety Improvements-CM
S3P312-04M-Harwood Dr Ejector Station & Southridge Dr Pump Station Improvements-CM
Gannett Fleming Engineers and Architects, PC.
Responsibility Determination Memo

4. Past Performance

Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.

Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.

A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the

February 16, 2024

SUBJECT: Contract No.: H61139-02CM-Long Beach Rd Resurfacing, Drainage & Traffic Safety Improvements-CM
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Responsibility Determination Memo

finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Adverse Information Review

Vendor reports that it was randomly audited by the Office of Federal Contract Compliance Programs. As a result of the audit Vendor was issued a violation regarding its compliance reporting. Vendor's corrected reporting was accepted and the matter was closed in March 2020. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract

Jane Houdek
Attorney for DPW

JH:pl



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: \$807,647.60

Amount to be encumbered: \$807,647.60

Slip Type: New

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

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

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

3. Contract Term: to Eighteen (18) months from the Commencement Date or until project closeout

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

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

Is the cash available for the full amount of the contract? No

If not, will it require a future borrowing? Yes

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? No

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

The Department of Public Works intends to procure a firm to perform Construction Management and Inspection Services for the proposed Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements.

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:

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

03/01/2024

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

Vendor Disclosures

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

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

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

Vendor's EIN or TIN: XXXXXXXXXX

Forms Submitted: _____

Political Campaign Contribution Disclosure Form: 02/09/2024 10:28:27 am

Lobbyist Registration and Disclosure Form: 02/09/2024 11:01:24 am

Business History Form certified: 02/14/2024 04:29:05 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 02/09/2024 10:31:29 am

Principal Questionnaire(s)
This refers to the most recent principal questionnaire submissions.

Principal Name Joseph Rikk, Jr., PE [JRIKK@GFNET.COM]
Date Certified 01/08/2024 09:54:36 am

Principal Name John W. Kovacs, PE, PMP, DGE [JKOVACS@GFNET.COM]
Date Certified 01/08/2024 09:50:55 am

Principal Name Glen L. Hair, PE, LEED AP [GHAIR@GFNET.COM]
Date Certified 01/08/2024 09:58:33 am

Principal Name Giuseppe Tulumello, AIA [JTULUMELLO@GFNET.COM]
Date Certified 01/08/2024 09:37:02 am

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

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

CERTIFICATION

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

Giuseppe Tulumello, AIA JTULUMELLO@GFNET.COM
Name

President
Title

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Electronically signed and certified at the date and time indicated by:
Giuseppe Tulumello, AIA [JTULUMELLO@GFNET.COM]

Dated: 02/09/2024 10:28:27 am

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

Title: President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Giuseppe Tulumello
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: 1 Penn Plaza, Suite 630, 250 West 34th Street
City: New York State/Province/Territory: NY Zip/Postal Code: 10119
Country: US
Telephone: 2129679833
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	<u>06/22/2023</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>09/18/2018</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

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.
[REDACTED]

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

1 File(s) uploaded: Principal Questionnaire_Tulumello_Attachments.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☒ NO ☐ If Yes, provide details.

1 File(s) uploaded: Tulumello - 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or

- . local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Giuseppe Tulumello, AIA , 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, AIA , 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:

Giuseppe Tulumello, AIA JTULUMELLO@GFNET.COM

President

Title

01/08/2024 09:37:02 am

Date

Principal Questionnaire Form - Attachment 1

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

Name	Company	Title
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Chairman
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	President
Tulumello, Giuseppe	Gannett Fleming Architects, Inc.	Director
Tulumello, Giuseppe	Gannett Fleming Architects Canada Inc.	President
Tulumello, Giuseppe	Gannett Fleming Architects Canada Inc.	Director
Tulumello, Giuseppe	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Tulumello, Giuseppe	Gannett Fleming Engineers and Architects, PC	Assistant Treasurer
Tulumello, Giuseppe	Gannett Fleming Engineers and Architects, PC	Director
Tulumello, Giuseppe	Gannett Fleming, Inc.	Senior Vice President
Tulumello, Giuseppe	Innovative Electrical Testing and Construction, LLC	Chairman

Principal Questionnaire Form - Attachment 2

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Glen L. Hair, PE, LEED AP
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: 207 Senate Avenue
City: Camp Hill State/Province/Territory: PA Zip/Postal Code: 17011
Country: US
Telephone: 7177628150
Other present address(es): N/A
City: N/A State/Province/Territory: Zip/Postal Code:
Country:
Telephone: N/A

List of other addresses and telephone numbers attached

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

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

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

Type Other
Description Director
Start Date 01/03/2014

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

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Please see Attachment 1.

1 File(s) uploaded: Principal Questionnaire_Hair_Attachments.xls

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

YES ☒ NO ☐ If Yes, provide details.

Please see Attachment 2.

1 File(s) uploaded: Attachment 2.pdf

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

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

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

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of

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

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

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

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

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

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

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

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

CERTIFICATION

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

Gannett Fleming Engineers and Architects, P.C.

Name of submitting business

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

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

Senior Vice President

Title

01/08/2024 09:58:33 am

Date

Principal Questionnaire Form - Attachment 1

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

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

Principal Questionnaire Form - Attachment 2

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph Rikk, Jr., PE
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: 2500 Corporate Exchange Drive, Suite 230
City: Columbus State/Province/Territory: OH Zip/Postal Code: 43231
Country: US
Telephone: 6147949424
Other present address(es): N/A
City: N/A State/Province/Territory: Zip/Postal Code:
Country:
Telephone: N/A

List of other addresses and telephone numbers attached

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

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

Type Other
Description Director
Start Date 11/24/2000

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Please see Attachment 1.

1 File(s) uploaded: Rikk - 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 ☒ NO ☐ If Yes, provide details.

Please see Attachment 2.

1 File(s) uploaded: Rikk - 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the

subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- . sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [] NO [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.

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

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

CERTIFICATION

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

Gannett Fleming Engineers and Architects, P.C.

Name of submitting business

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

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

Vice President

Title

01/08/2024 09:54:36 am

Date

Principal Questionnaire Form - Attachment 1

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

Name	Company	Title
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Director
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Treasurer
Rikk, Joseph Jr	Gannett Fleming, Inc.	Vice President

Principal Questionnaire Form - Attachment 2

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	<u>06/22/2023</u>	Shareholder	<u>01/03/2014</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

1 File(s) uploaded: Principal Questionnaire_Kovacs_Attachments.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☒ NO ☐ If Yes, provide details.

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:
- Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
 - Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
 - Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
 - Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or

- . local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

Gannett Fleming Engineers and Architects, P.C.

Name of submitting business

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

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

Chairman

Title

01/08/2024 09:50:55 am

Date

Principal Questionnaire Form - Attachment 1

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

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

Principal Questionnaire Form - Attachment 2

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

Business History Form

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

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

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

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

Date: 02/09/2024

1) Proposer's Legal Name: Gannett Fleming Engineers and Architects, P.C.

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

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

Country: US

Address: 100 Crossways Park West, Suite 300

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

Country: US

Start Date: _____ End Date: _____

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

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

Country: US

Start Date: _____ End Date: _____

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

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

Country: US

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____

6) The proposer is a: Other (Describe) Professional Corporation

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

YES [] NO [X] If yes, please provide details:

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

YES [] NO [X] If yes, please provide details:

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

YES [X] NO [] If yes, please provide details:

1 File(s) uploaded: Business History Form Attachment 1 #9 #10 explanation_Revised.pdf

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES [] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?

YES [] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the

subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

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

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

The compliance evaluation referred to in the in the Conciliation Agreement was the result of a random selection. After a compliance evaluation performed by the Office of Federal Contract Compliance Programs (OFCCP), Gannett Fleming received a Notice of Violation on July 10, 2019 alleging violations with Gannett Fleming's Affirmative Action Program's (AAP) reporting process; specifically how employees were assigned to the correct AAP and how job groups were created. Gannett Fleming implemented the commitments outlined in a Conciliation Agreement between OFCCP and Gannett Fleming. Gannett Fleming then submitted a progress report to the OFCCP on March 31, 2020 and the OFCCP found Gannett Fleming's AAP acceptable. The matter was then officially closed with no additional progress report monitoring required.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

taken.

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

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

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

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

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

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

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

08/13/1997

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

1 File(s) uploaded: Business History Form Attachment 2_Revised.pdf

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

1 File(s) uploaded: Business History Form Attachment 2_Revised.pdf

iv) State of incorporation (if applicable);

PA

v) The number of employees in the firm;

2880

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

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

1 File(s) uploaded: GFEAPC_Cert of Auth_.pdf

B. Indicate number of years in business.

108

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

Regarding Question 17 A v.) above: Please note that Gannett Fleming Engineers and Architects, P.C. (GFEAPC) has 239 employees and Gannett Fleming, Inc. (GFI) has 2,614.

Regarding Question 17 A vi.) above: GFEAPC is rolled into GFI's financials. GFI's 2022 revenue was

Regarding Question 17 B) above: GFEAPC is 26 years old, GFI is 108 years old.

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

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	SUEZ		
Contact Person	Anthony Delescinskis		
Address	200 Lake Shore Drive		
City	Hasworth	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	CT
Country	US		
Telephone	(203) 622-7844		
Fax #			
E-Mail Address	richard.feminella@greenwich.org		

Company	Suffolk County Department of Public Works		
Contact Person	Janice McGovern		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4010		
Fax #			
E-Mail Address	public.works@suffolkcounty.gov		

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

CERTIFICATION

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

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

Electronically signed and certified at the date and time indicated by:
Giuseppe Tulumello, AIA JTULUMELLO@GFNET.COM

President

Title

02/14/2024 04:29:05 pm

Date

Business History Form

Attachment 1 – Explanation for Questions #9 and #10

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

GFEAPC is an affiliate of and is controlled by Gannett Fleming, Inc. GFEAPC's shareholders are 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:

Name	Business Address	Position	Ownership
Tulumello, Giuseppe	One Penn Plaza Suite 630 250 West 34th Street New York, NY 10119	President	
Kovacs, John W.	Foster Plaza 8 Suite 400 730 Holiday Drive Pittsburgh, PA 15220	Chairman	

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

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



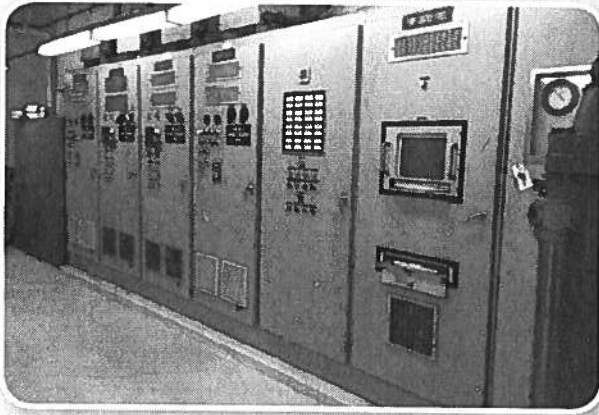
NASSAU COUNTY
DEPARTMENT OF PUBLIC WORKS

PUMP STATION MITIGATION

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

SECTION 2 **Technical Approach**

SECTION 2
Technical Approach



VFD's in Control Room

Inwood Pump Station

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



Gannett Fleming

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SECTION 2

Proposed Technical Approach

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

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

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

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

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

MONTHLY PROGRESS REPORTS

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



PROJECT COMMUNICATION

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

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

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

PROJECT SCHEDULE

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

DRAFT DRAWING LIST

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



NCDPW - PUMP STATION MITIGATION CONTRACT DRAWINGS TRACKING LOG

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

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

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



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

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

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



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

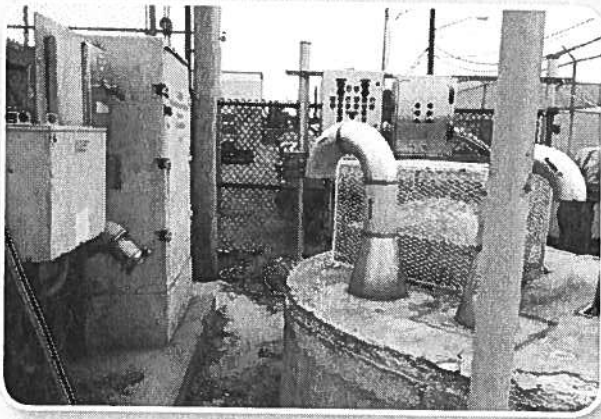


NASSAU COUNTY
DEPARTMENT OF PUBLIC WORKS

PUMP STATION MITIGATION

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

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



Proposed Location of Raised Platform

Doughty Boulevard Pump Station

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

SECTION 3
Experience/Qualifications
of the Firm



Gannett Fleming

Excellence Delivered As Promised

SECTION 3

Experience and Qualifications of the Firm

Gannett Fleming Team Experience

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

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

EXPERIENCED PROJECT MANAGER & KEY TASK LEADERS

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

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

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

Proven Experience With:

✓ Hundreds of pumping stations

✓ Dry and wet pit submerible pumps

✓ Electrical improvements

✓ Storm hardening improvements

✓ Hazardous materials investigation

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

✓ Achieving client satisfaction

✓ Pneumatic ejector pump station experience



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

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

SUBCONSULTANTS

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

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

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

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

Nasco Construction Services, Inc. (Nasco)

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



Capabilities & Expertise

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

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

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

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

GANNETT FLEMING EXPERIENCE

Pumping Stations

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

Our local pumping station experience includes:

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

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



SECTION 3

Experience and Qualifications of the Firm

- 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.

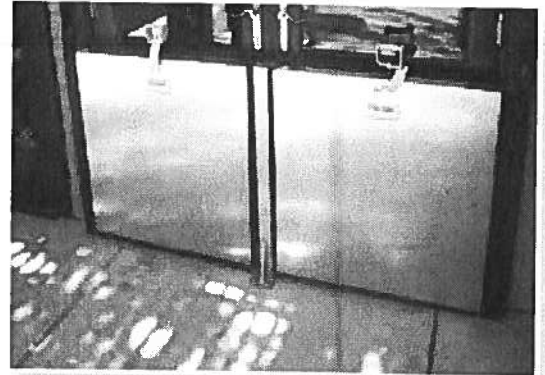
Gannett Fleming's sewer design experience includes intercepting sewers up to 96 inches in diameter, and force mains up to 60 inches have been designed for installation by open cut or tunnel in densely populated urban sections and environmentally sensitive rural areas. Our designs have included many river, 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

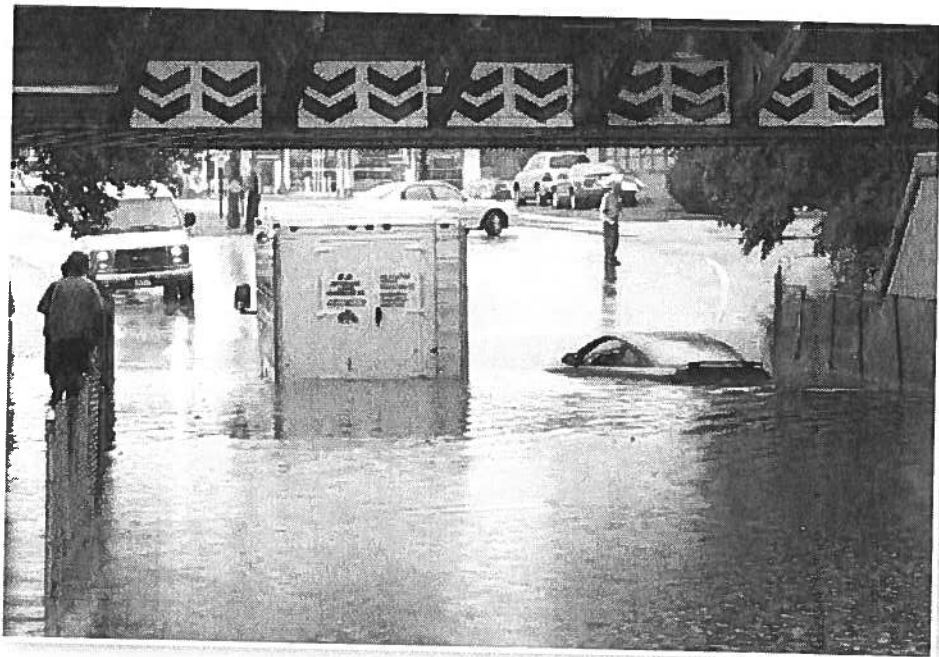
Rick Liebe, 516-571-6850

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

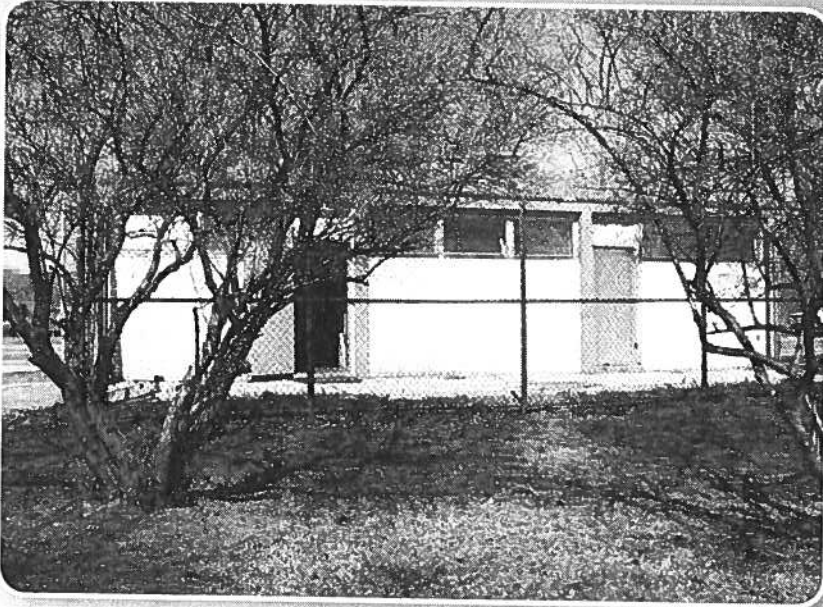


Flooding on Nassau Boulevard

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.

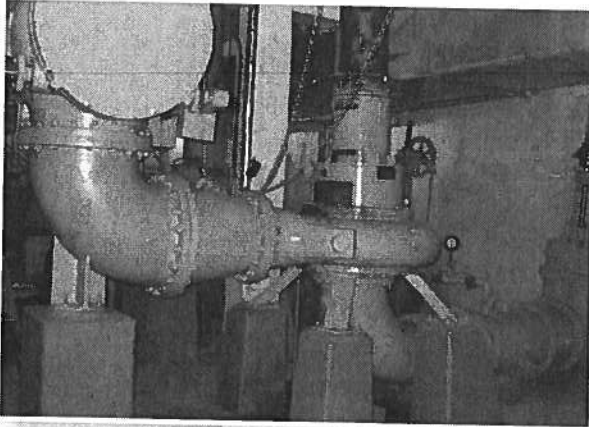
RELEVANT FEATURES

- 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

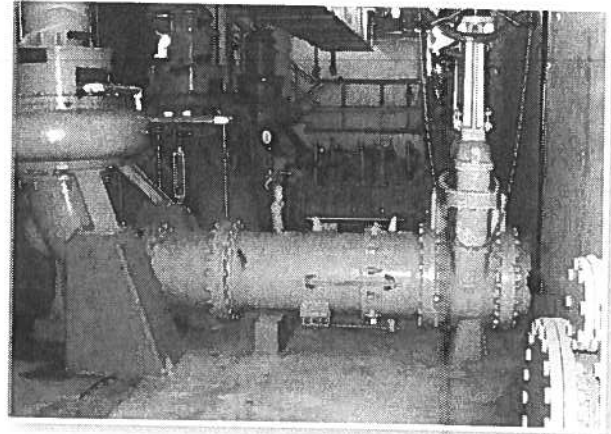


SECTION 3

Experience and Qualifications of the Firm



**Richmond Hill Road
Pumping Station**



Eltingville Pumping Station

PROJECT SUCCESSES

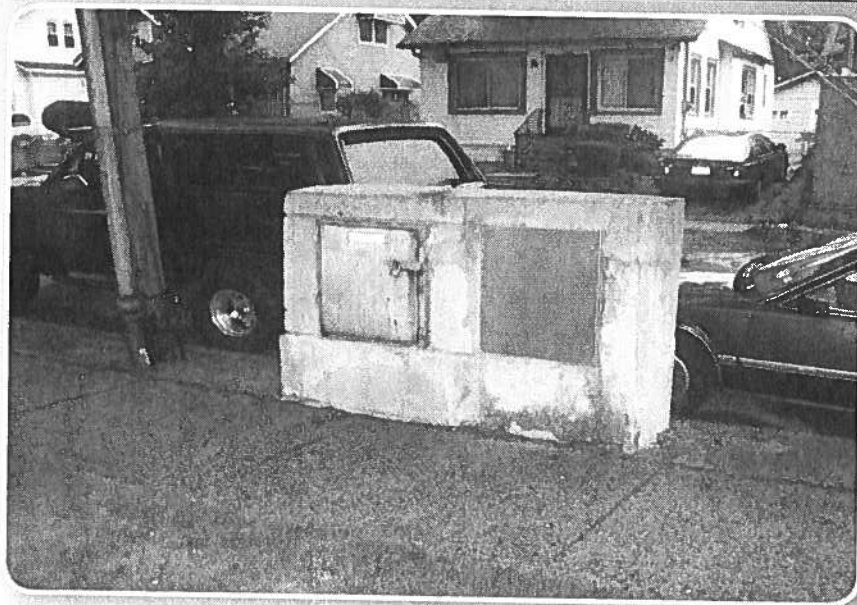
- Develop concept to replace vertical extended shaft pumps with dry-pit submersibles pumps
- Develop concept to minimize flooding and protect pump station operations
- Provided quality services on schedule and within budget

ENERGY EFFICIENCY/ GHG CONSERVATION STRATEGIES

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



NYCDEP Pump Station Contract PS 219



St. Albans Street Pumping Station

CLIENT

New York City
Department of Environmental
Protection

REFERENCE

Steve Elie-Pierre
(718) 595-6070

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

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

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

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

RELEVANT FEATURES

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



Nevins Street Pumping Station

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

ENERGY EFFICIENCY/ GFG CONSERVATION STRATEGIES

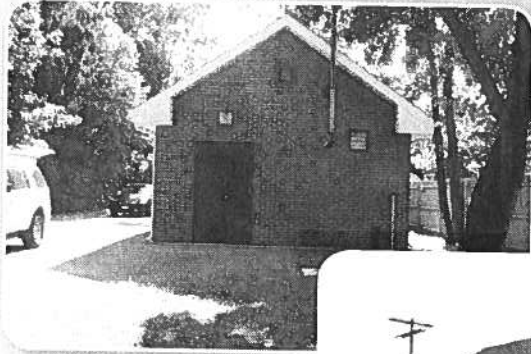
- Increase the pump efficiency/pump impeller selection
- Decrease the wet well operation levels
- Reduction of operating pressures/pressure losses in piping system/force main
- Evaluation of the use of VFD's to improve pump efficiency

PROJECT SUCCESS

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



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



Pump Station No. 9



Pump Station No. 10

CLIENT

Suffolk County
Department of Public Works

REFERENCE

John Donovan, 631-852-4184

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

Improvements to the pump stations included:

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

RELEVANT FEATURES

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



Table 1: Wastewater Pumping Station Representative Project Experience

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



SECTION 3

Experience and Qualifications of the Firm

Table 1: Wastewater Pumping Station Representative Project Experience

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



Table 1: Wastewater Pumping Station Representative Project Experience

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



SECTION 3

Experience and Qualifications of the Firm

Table 1: Wastewater Pumping Station Representative Project Experience

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


Table 1: Wastewater Pumping Station Representative Project Experience

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



SECTION 3

Experience and Qualifications of the Firm

Table 1: Wastewater Pumping Station Representative Project Experience

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


Table 1: Wastewater Pumping Station Representative Project Experience

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



Table 2: Wastewater Facilities Representative Pumping Station Project Experience

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



SECTION 3

Experience and Qualifications of the Firm

Table 2: Wastewater Facilities Representative Pumping Station Project Experience

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



Table 2: Wastewater Facilities Representative Pumping Station Project Experience

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



Table 3: Superstorm Sandy Experience

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

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

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

2

Technical Approach



Firm Introduction

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

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

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

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

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

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

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

CM Scope of Services

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

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

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

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

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

Scope of Services Responsibility Table

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

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

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

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

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

3

Experience/Qualifications of the Firm

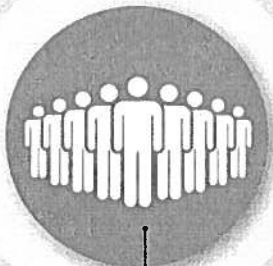
Gannett Fleming brings the experience needed to successfully oversee the construction activities being performed at the Roslyn Village, Morgan Park, and Shore Road collection pump stations. We understand the goals and key issues associated with this project and will utilize our past experience with NCDPW,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

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

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



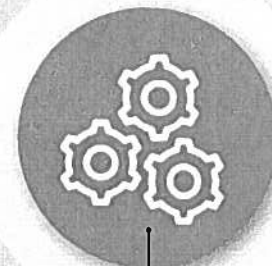
Over 25 year history with the NCDPW



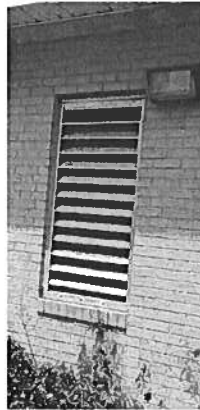
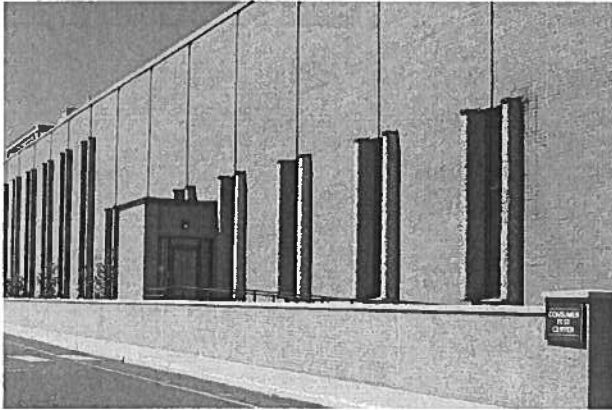
Deep breadth of staff with over 300 CM personnel firm-wide



More than 50 projects requiring storm hardening and flood mitigation efforts



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



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

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

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

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

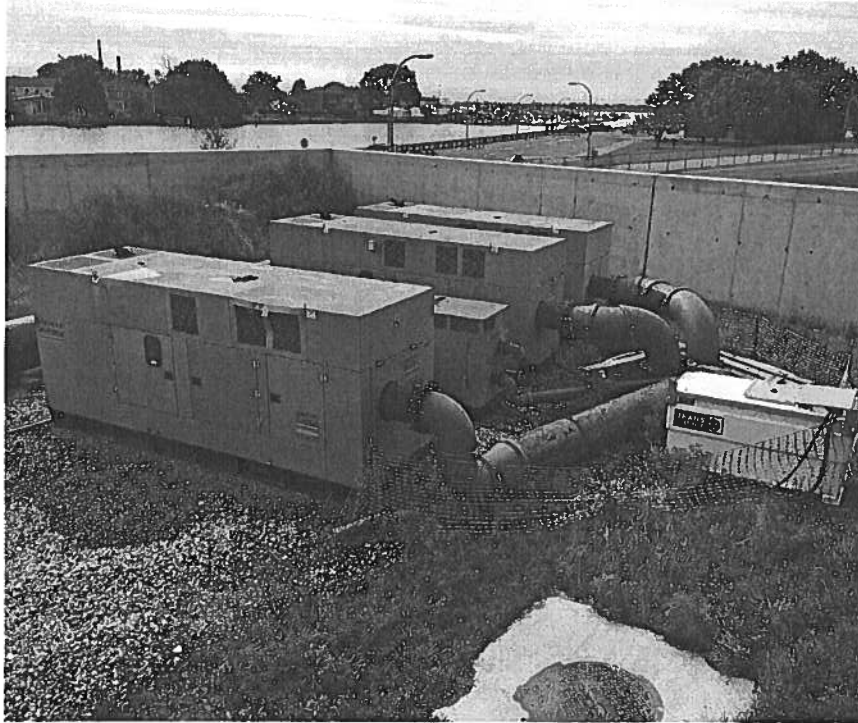
Project Profiles

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

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

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

EAST ROCKAWAY, NEW YORK



DATE OF COMPLETION:
Ongoing

CONSTRUCTION COST:
\$16M

CONSTRUCTION MANAGER:
Lazarus Francino, PE

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



PROJECT DESCRIPTION

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

as well as cost estimating and health and safety services.

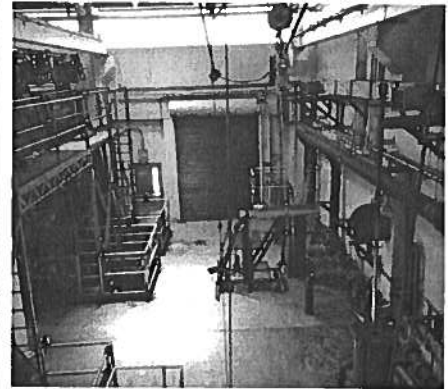
Included in the project is the installation of 2 interim Stormwater pumping systems which incorporate 11 critically silenced diesel pumped and above ground 24" and 36" piping headers.

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

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

Bay Park Sewage Treatment Plant, Influent Screening Facilities Improvement Project

EAST ROCKAWAY, NEW YORK



DATE OF COMPLETION:
2017

CONSTRUCTION COST:
\$12M

CONSTRUCTION MANAGER:
Lazarus Francino, PE

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

PROJECT DESCRIPTION

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

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

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

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

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

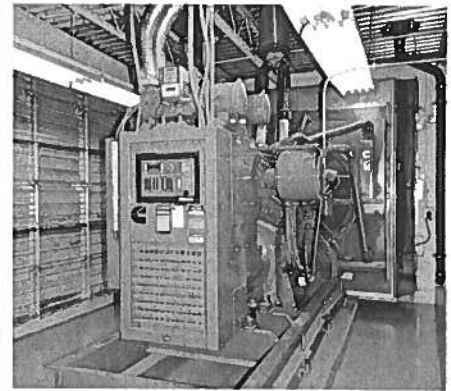
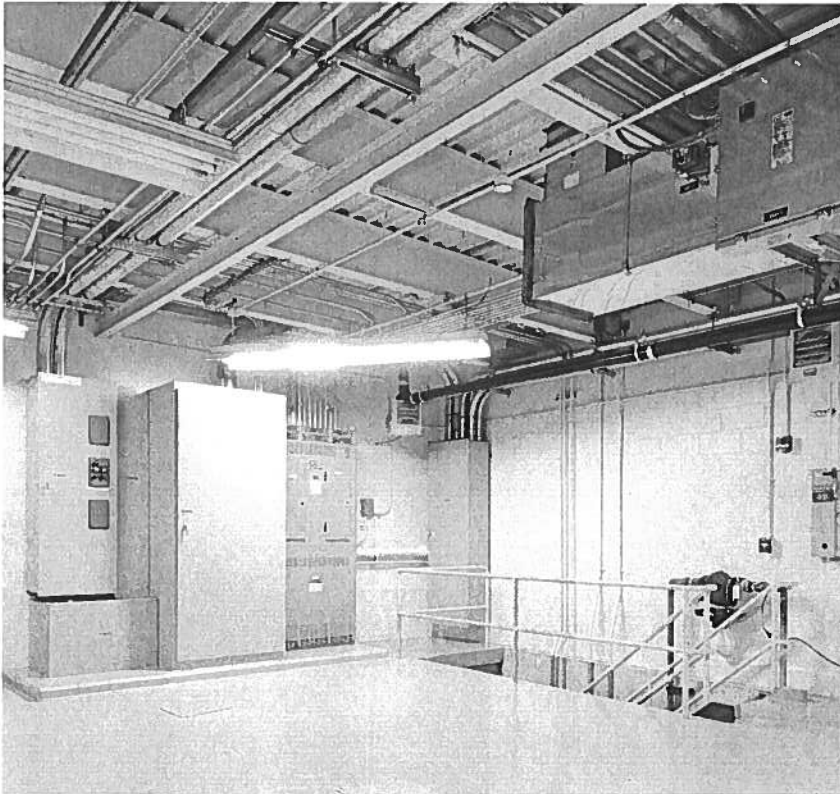
PROJECT CONTROLS SUCCESSES

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

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

LESSONS LEARNED

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

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

DATE OF COMPLETION:
2015

CONSTRUCTION COST:
\$1.3M

CONSTRUCTION MANAGER:
Lazarus Francino, PE

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

**PROJECT
DESCRIPTION**

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

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

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

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

PUMP STATION IMPROVEMENTS

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

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

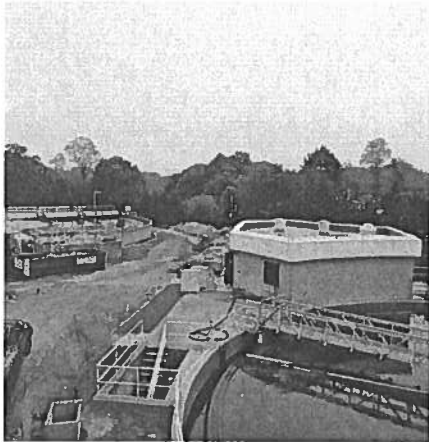
CONSTRUCTION MANAGEMENT SERVICES

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

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS

Sewer District No. 21 – Wastewater Treatment Plant Improvements

BROOKLYN, NEW YORK



DATE OF COMPLETION:
2015

CONSTRUCTION COST:
\$12M

CONSTRUCTION MANAGER:
Lazarus Francino, PE

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

PROJECT DESCRIPTION

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

PROJECT FEATURES

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

SCOPE OF SERVICES

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

ACCOMPLISHMENTS

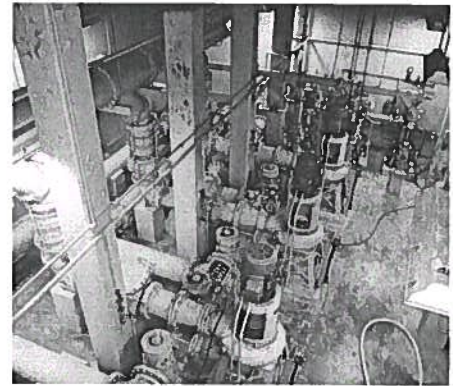
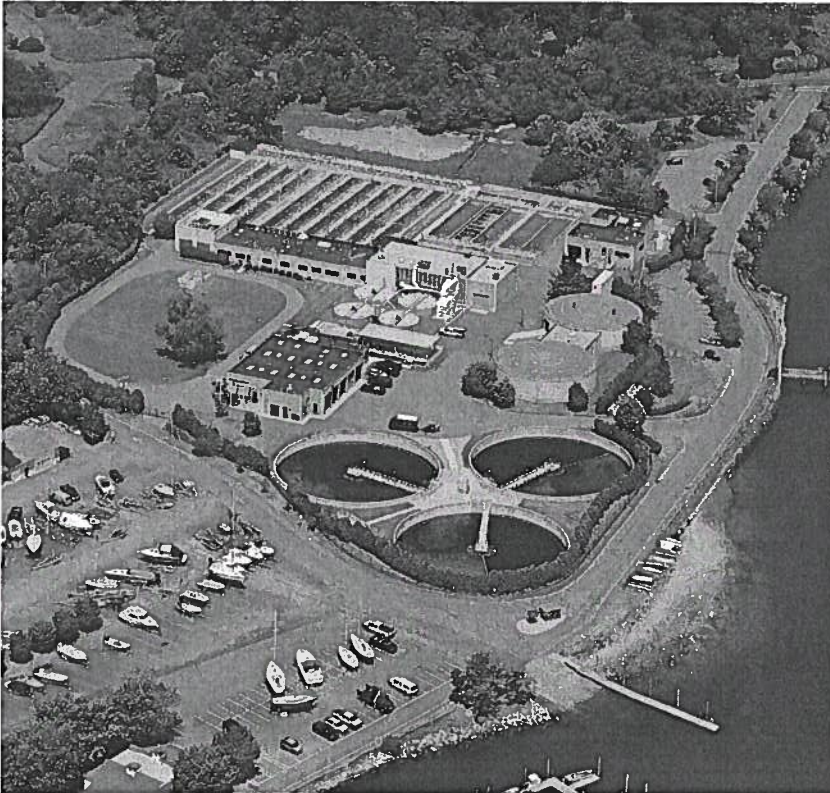
- Gannett Fleming's performance of construction management services were extremely beneficial for this project, having provided previous design services at the WWTP facility.
- Reduced learning curve at construction start
 - » Resident Engineer performed constructability review of all designs
- Reduced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

AWARDS

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

TOWN OF GREENWICH, CONNECTICUT DEPARTMENT OF PUBLIC WORKS

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



DATE OF COMPLETION:
2014

CONSTRUCTION COST:
\$3.2M

CONSTRUCTION MANAGER:
Ramsaywak Itwaru

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

PROJECT DESCRIPTION

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

PROJECT FEATURES

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

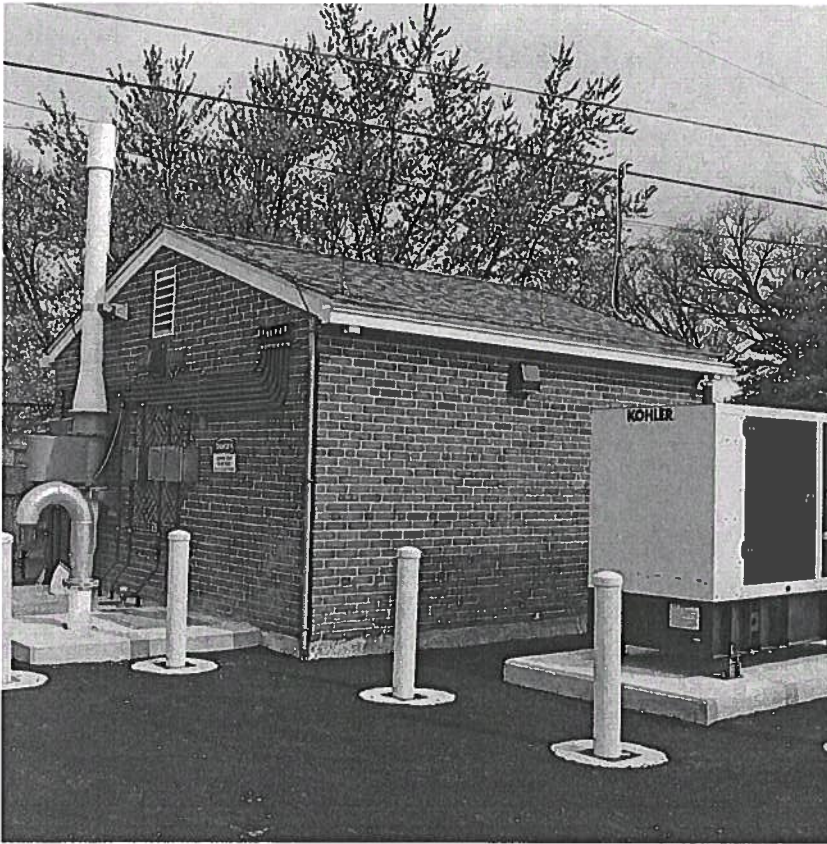
SCOPE OF SERVICES

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

BALTIMORE COUNTY DEPARTMENT OF PUBLIC WORKS

On-Call Pump Station Engineering and Construction Services

BALTIMORE COUNTY, MD

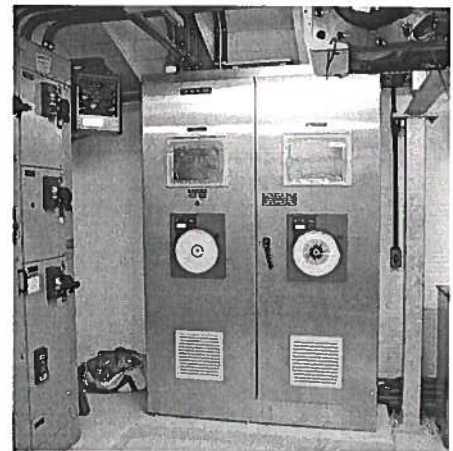


DATE OF COMPLETION:
2013

CONSTRUCTION COST:
\$2.4M

CONSTRUCTION MANAGER:
Elik Livay, PE, PMP

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



PROJECT DESCRIPTION

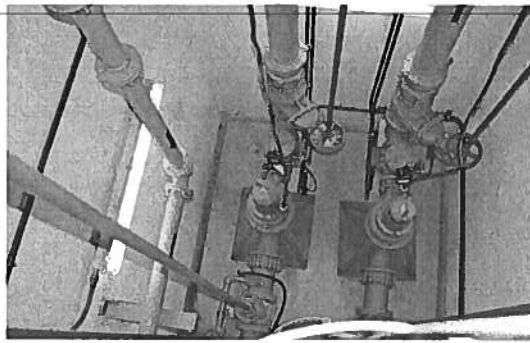
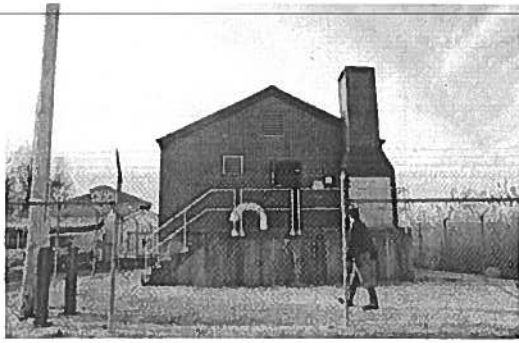
Gannett Fleming provided design and construction support of improvements to multiple pumping stations within the Baltimore County Department of Public Works system. These assignments required complete assessments of existing conditions and development of plans to provide reliable, energy efficient, and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

WEST INVERNESS PUMP STATION

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

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

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



PROJECT SUCCESSES

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

CATONSVILLE PUMP STATION

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

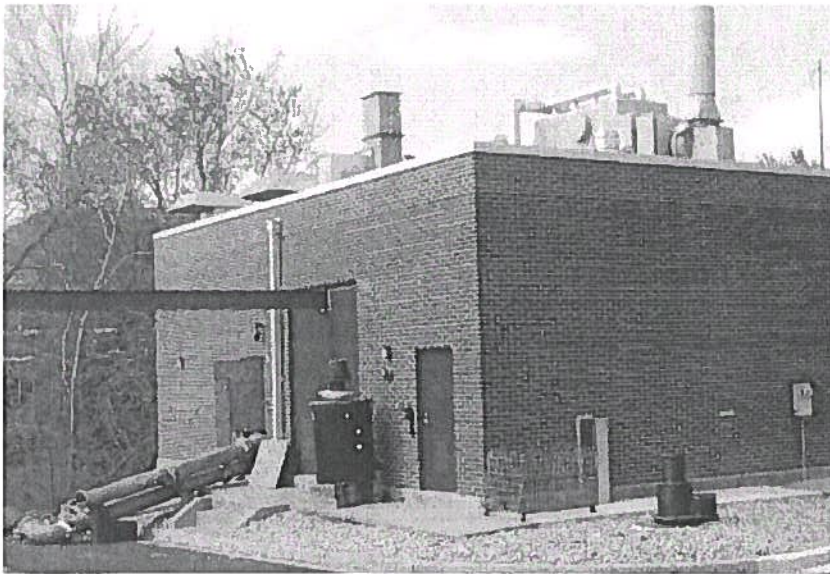
WILLOW AVENUE PUMP STATION

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

ANNE ARUNDEL COUNTY

Construction Management Services for Parole Sewage Pump Upgrade Phase II

ANNE ARUNDEL COUNTY, MD



DATE OF COMPLETION:
2011

CONSTRUCTION COST:
\$6.1M

CONSTRUCTION MANAGER:
Scott A. Schriner

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

PROJECT DESCRIPTION

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

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

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

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

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

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

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

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

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Newtown Creek Water Pollution Control Plant

BROOKLYN, NY



DATE OF COMPLETION:
2017

CONSTRUCTION COST:
\$290M

CONSTRUCTION MANAGER:
Brian Walker, ENV SP

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

PROJECT DESCRIPTION

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

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

PROJECT FEATURES

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

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

Traffic was maintained for the New York City Department of Sanitation for a Transfer Station as well as for contractors working at the WPCP upgrade (4 billion dollars of construction). There were many stages that were required for the Maintenance and Protection of Traffic.

PHASE 3 CONSTRUCTION SCOPE

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

SCHEDULE

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

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

DATE OF COMPLETION:
2012

CONSTRUCTION COST:
\$30M

CONSTRUCTION MANAGER:
Michael Morgan, Project Principal

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

**PROJECT DESCRIPTION**

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

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

SHORT-TERM

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

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

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

LONG-TERM

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

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

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

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

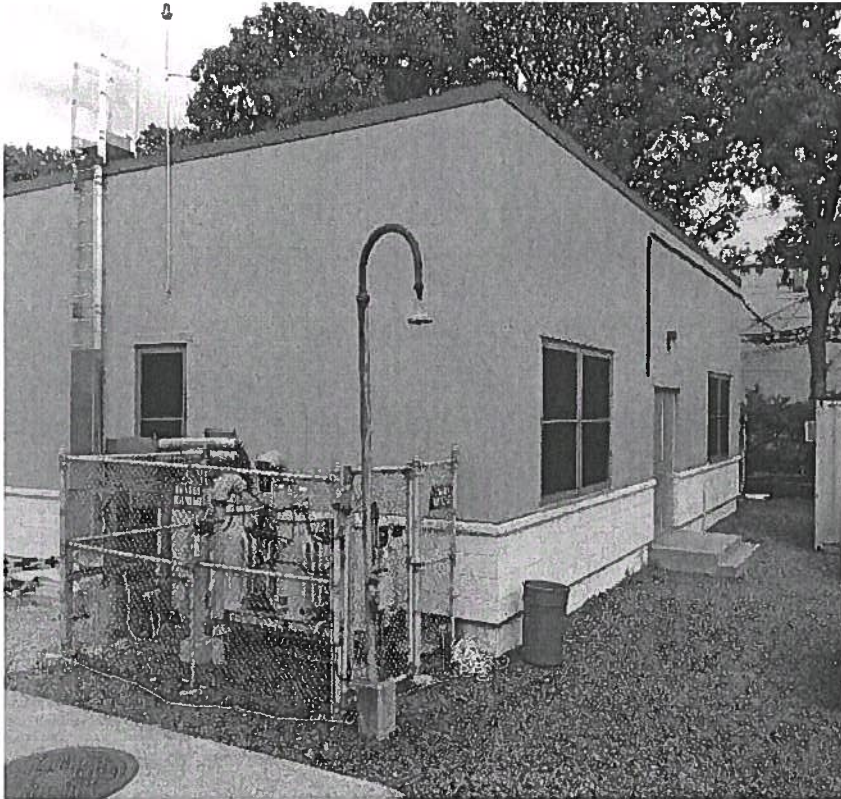
PROJECT SUCCESSES

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

PUBLIC SERVICE ELECTRIC AND GAS

East Rutherford Switchyard Control Building Renovations

EAST RUTHERFORD, NJ

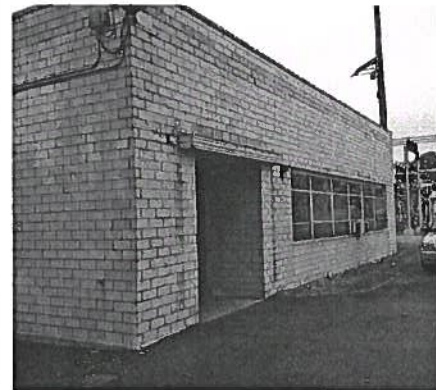


DATE OF COMPLETION:
2015

CONSTRUCTION COST:
\$1.1 Million

CONSTRUCTION MANAGER:
John Bradley

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



PROJECT DESCRIPTION

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

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

STATION LIGHT AND POWER UPGRADES

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

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

FLOOD MITIGATION EFFORTS

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

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

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

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

Storm Hardening & Resiliency Experience Matrix

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

Storm Hardening & Resiliency Experience Matrix

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

Storm Hardening & Resiliency Experience Matrix

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

Storm Hardening & Resiliency Experience Matrix

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

GANNETT FLEMING ENGINEERS AND ARCHITECTS PC

X

GENERAL INFO

ENFORCEMENT ACTIONS

Address

ATTN:JEFFREY D BRYSON 2 [REDACTED]

Business Entity (1)

Professional Service Corporation

PSC #

080283

Initial Filing Date

December 18, 1997

Current Through

June 30, 2024

Certificate of Authorization to provide Professional Engineering Services in New York State

YES CERT# 021693 Expires on December 31, 2026

Officers, Directors, Shareholders:

License Number	Name
[REDACTED]	TULUMELLO GIUSEPPE
[REDACTED]	PAPAMICHAEL FOTIOS
[REDACTED]	LINK GEORGE S
[REDACTED]	INYARD FREDERICK H
[REDACTED]	SHANTZ TERRY ALAN
[REDACTED]	HAIR GLEN LEROY
[REDACTED]	MCMAMARA MICHAEL T
[REDACTED]	KENNY JOHN RICHARD
[REDACTED]	HADJIYANE STEPHEN
[REDACTED]	PURDY JOHN D
[REDACTED]	SHAMMA MICHAEL AWAD
[REDACTED]	DALEY THOMAS PATRICK
[REDACTED]	AUGUSTIN LARS
[REDACTED]	HOLDERBAUM RODNEY EARL
[REDACTED]	LAURITA JAMES RALPH
[REDACTED]	KLINE ROBERT ALBERT JR
[REDACTED]	CAMPANELLA GEORGE R
[REDACTED]	PURSEL THOMAS BARTON
[REDACTED]	KOVACS JOHN WILLIAM

COUNTY OF NASSAU

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

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

Address: 88 Froehlich Farm Boulevard, Suite 450

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

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

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

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

1 File(s) uploaded: Gannett Fleming Engineers and Architects Officers and Directors.pdf

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

If none, explain.

John W. Kovacs, [REDACTED] Giuseppe Tulumello, [REDACTED]
--

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

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

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees,

including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [] NO [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 contract.)

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Giuseppe Tulumello, AIA [JTULUMELLO@GFNET.COM]

Dated: 02/09/2024 10:31:29 am

Title: President

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

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

- **Tulumello, Giuseppe** **President**
- **Kovacs, John** **Chairman**
- **Rikk, Joseph** **Treasurer**
- **Rikk, Joseph** **Vice President**
- **Hair, Glen** **Secretary**
- **Hair Glen** **Senior Vice President**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2024

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

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

PRODUCER Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Fir Le PHONE (A/C, No, Ext): 717-761-4600, Ext. 3715 E-MAIL ADDRESS: Fle@GunnMowery.com FAX (A/C, No): 717-761-6159
INSURED Gannett Fleming Engineers & Architects, PC 88 Froehlich Farm Boulevard Suite 450 Woodbury NY 11797-2012	INSURER(S) AFFORDING COVERAGE INSURER A: PA Manufacturers Indemnity Co. INSURER B: PA Manufacturers' Assoc Ins Co. INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y		2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y		2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			Y				

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.

0 Contract No. H61139-02CM; Construction Management and Inspection Services for Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements, South Hempstead. The following are considered as Additional Insureds for General Liability policy as per written contract: Nassau County.

CERTIFICATE HOLDER**CANCELLATION 90**COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1550 FRANKLIN AVENUE
MINEOLA NY 11501

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

6/1/2024

DATE (MM/DD/YYYY)

1/17/2024

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A B	PROFESSIONAL LIABILITY	N	N		6/1/2023 6/1/2023	6/1/2024 6/1/2024	\$10,000,000 PER CLAIM; \$10,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
0 Contract No. H61139-02CM; Construction Management and Inspection Services for Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements, South Hempstead.

CERTIFICATE HOLDER

20209701
COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1550 FRANKLIN AVENUE
MINEOLA NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: September 19, 2023

SUBJECT: Construction Management and Inspection Services – Highway/Bridge Agreement H61139-02CM
Recommendation of Firms
Construction Management/Inspection Services (CMI) for the Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements.

The Department of Public Works intends to procure a firm to perform Construction Management and Inspection Services for the proposed Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements. The estimated cost of this agreement is \$807,647.60 and it is expected to be completed in eighteen (18) months, including project closeout time.

The technical proposals were evaluated by professional staff ("the Committee") within the Department including, Devin Velasquez, Civil Engineer III, James Caruso, Project Manager II, and Richard Andrasick, Project Manager I. Saji Varughese, Project Manager III as a nonvoting member was present at the meeting. The Committee began their discussion with an overview of the project scope after which the Committee discussed the technical proposals. After discussing the technical proposals, each member of the Committee read aloud their score for each firm. The results of the Technical Evaluation including Cost Proposals are as follows:

Firm Name	Original Tech Proposal Score	Rank	Proposed Fees *
LKB Engineers	86.67	1	\$860,888.00
LiRo Engineers	84.67	2	\$826,425.50
Gannett Fleming	82.67	3	\$807,647.60
M&J Engineering	81.67	4	\$966,776.00
SI Engineering	81.10	5	\$793,622.00
Entech Engineering	80.00	6	\$991,256.92
Tectonic	79.67	7	
L.K McLean	79.33	8	
SEPC	78.67	9	
Haider Engineering	78.00	10	
SIMCO	76.0	11	
Lozier	75.00	12	
KSE	74.00	13	
Cashin Associates	74.00	13	

* Proposed Fee is based on hourly rates for a Resident Engineer, Office Engineer, and inspector times a multiplier plus \$50,000.00 for reimbursable for extra engineering services for the anticipated project duration.



Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

September 19, 2023

Page 2

SUBJECT: Construction Management and Inspection Services – Highway/Bridge Agreement H61139-02CM
Recommendation of Firms
Construction Management/Inspection Services (CMI) for the Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements.

When the Technical Committee scored proposals from all the firms, LKB, LiRo, Gannett Fleming, M&J Engineering, SI Engineering and Entech received the highest technical scores. Their scores were 86.67, 84.67, 82.67, 81.67, 81.10 and 80.00 respectively. However, technical scores for Tectonic, L. K McLean, SEPC, Haider Engineering, SIMCO, Lozier, KSE and Cashin Associates received less than 80.00 and the Committee decided to open the cost proposals only from the firms who received a score of 80.00 or above. Upon review of the cost proposals, the Committee unanimously decided to eliminate Entech Engineering and M&J Engineering as their costs were higher than and their technical rankings were lower than those of the top three firms. Out of the first three ranking firms, Gannett Fleming's proposed fees are less than the two highest ranking LKB and LiRo. While SI Engineering's cost was less than Gannett Fleming's, based on Gannett Fleming's proposed cost and their qualifications and experiences, the Committee unanimously decided Gannett Fleming presents the best value to the County. The Committee decided to recommend this agreement with Gannett Fleming, due to their excellent experience and intimate familiarity with this work.

Therefore, based on the qualification, experiences and the cost, Gannett Fleming presents the best value to the County. Gannett Fleming's and their subconsultant's team represents a well-rounded combination of expertise and holds the proper licenses and certifications for this task. Furthermore, it is the Department's recommendation for **Gannett Fleming** to provide the **Resident Engineer, Office Engineer, and an inspector for this project**.

Funding for these professional services is available under Capital Projects 61139.

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

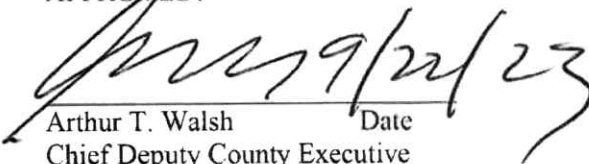


Kenneth G. Arnold
Commissioner

KGA:TMG:jd

c: Thomas M. George, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Devin Velasquez, Civil Engineer III
Saji Varughese, Project Manager III
James Caruso, Project Manager II
Richard Andrasick, Project Manager I

APPROVED:



Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

REQUEST TO INITIATE

RTI Number 22-0140

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

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

☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: Task Order 1 – Long Beach Road Resurfacing, Drainage and Traffic Safety ImprovementsDepartment: Public Works Project Manager: Devin Velasquez Date: May 11, 2022Service Requested: Construction Management services for resurfacing, drainage, and traffic safety improvements along Long Beach Road in the Incorporated Village of Rockville Centre and the Hamlet of South Hempstead.

Justification: This work is necessary to provide construction management services for the Long Beach Road Resurfacing, Drainage, and Traffic Safety Improvements project.

Requested by: Public Works Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$825,000.00 BO needed
Circle appropriate phaseTotal Project Cost: \$7,150,000.00
Includes, design, construction and CMDate Start Work: September 2022
Phase being requestedDuration: 9 months
Phase being requestedCapital Funding Approval: YES ☐ NO ☐ Rossann D'Alleva 05-12-22
SIGNATURE DATEFunding Allocation (Capital Project):
See Attached Sheet if multiyear ☐NIFS Entered: _____
SIGNATURE DATEAIM Entered: W. All 5/23/22
SIGNATURE DATEFunding Code: 61139-000
use this on all encumbrancesTimesheet Code: 22-0140
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____Department Head Approval: YES ☒ NO ☐ [Signature]
SIGNATUREDCE/Ops Approval: YES ☒ NO ☐ [Signature] 05/13/2022
SIGNATURE

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

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

DCE/Ops Approval: YES NO Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Devin Velasquez, Civil Engineer II

FROM: Office of the Commissioner

DATE: July 21, 2022

SUBJECT: CSEA Sub-Contracting Approval
C22-0140 – Proposed Contract Number: n/a
Long Beach Road Resurfacing Drainage and Traffic Safety Improvements
Construction Management and Inspection Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C22-0140**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Roseann D'Alleva

Roseann D'Alleva
Deputy Commissioner

RD:jd

c: Kenneth G. Arnold, Commissioner
Thomas M. George, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

C22-0140

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

FROM: Department of Public Works

DATE: July 6, 2022

SUBJECT: CSEA Notification of a Proposed DPW Contract Agreement
Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements –
Construction Management and Inspection Services.

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

1. Department of Public Works plans to recommend a contract/agreement for Construction Management and Inspection Services for DPW’s Highway/Bridge Construction Group.
2. The scope of work involves the following:
Provide one (1) resident engineer, one (1) office engineer and one (1) inspector on an “as-needed” basis for the Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements project between DeMott Avenue and Woodland Drive.
3. An estimate of the cost is: \$825,000.00
4. An estimate of the duration is: Twelve (12) months

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

Roseann D’Alleva

Roseann D’Alleva
Deputy Commissioner

RD:TMG:pl

c: Jose Lopez, Director, Office of Labor Relations
Seth Blau, Deputy Director, Office of Labor Relations
Thomas M. George, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Services Unit
Diane Pyne, Unit Head, Human Resources Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Vivian Toscano, Civil Engineer III
Devin Velasquez, Civil Engineer II
Elizabeth Cotton, Special Assistant, Office of Labor Relations



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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- 04/25/2023

m/d/yy

04/25/2023

Date _____

Address of Organization

Instructions for Certification


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

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Gannett Fleming Engineers and Architects, P.C.
Address (street/city/state/zip code):	88 Froehlich Farm Blvd., Ste. 450, Woodbury, NY 11797
Authorized Representative (name/title):	Thomas B. Pursel, PE, Vice President
Authorized Signature:	
Contract Number:	PW-H61139-02CM
Contract/Project Name:	Construction Management and Inspection Services for Long Beach Road Resurfacing, Drainage and Traffic Safety Improvements Contract
Contract/Project Description:	Resident Engineer, Office Manager, and Inspection services for the Long Beach Road project

Part 2- Projected MBE/WBE/SDVOB Contract Summary:

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$807,647.60		
Total MBE Dollar Amount	\$0	MBE Contract Percentage	0%
Total WBE Dollar Amount	\$114,724.00	WBE Contract Percentage	14.2%
Total SDVOB Dollar Amount	\$57,362.00	SDVOB Contract Percentage	7.1%
Total Combined M/WBE/SDVOB Dollar Amount	\$172,086	Combined M/WBE/SDVOB Contract Percentage	21.3%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: N/A Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: CSM Engineering, PC Address: 626 RXR Plaza City: Uniondale State/Zip Code: NY 11556 Authorized Representative: Carolyn Shah-Moehringer Telephone No. (516) 378-4887		Amount (\$): \$114,724.00 <hr/> Award Date: TBD <hr/>	Start Date: TBD <hr/> Completion Date: TBD <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount (\$) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: W. Allen Engineering, PLLC Address: 121 West 27th Street, Ste. 601 City: New York State/Zip Code: NY 10001 Authorized Representative: Wayne Allen Telephone No. (646) 398-7870		Amount (\$): \$57,362.00 <hr/> Award Date: TBD <hr/>	Start Date: TBD <hr/> Completion Date: TBD <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>