



Certified: --

**E-28-26**

FILED WITH THE CLERK OF THE NASSAU COUNTY LEGISLATURE FEBRUARY 17, 2026 4:17PM

**NIFS ID: CLPW26000005**

Capital: **X**

Contract ID #: **CFPW21000011**

NIFS Entry Date: **01/09/2026**

DPW Contract Number: **B90406-01DS**

**Department: Public Works**

Service: **On-Call Building Design-B90406-01DS Amendment No. 1**

Term: **The Current Term of the Original Agreement shall be extended by 1 year, so that the termination date, as amended by this Amendment, shall be August 28, 2026. The Department shall have the right to extend the Amended Term for up to 1 year.**

Contract Delayed:

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

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

<b>Vendor/Municipality Info:</b>	
Name: <b>Spectorgroup 11, LLP</b> DBA: <b>Spector Group Architects</b>	ID#: <b>113140734</b>
Main Address: <b>220 Crossways Park Drive West Woodbury, NY 11797</b>	
Main Contact: <b>Linda Bauer</b>	
Main Phone: <b>(516) 365-4240</b>	

<b>Department:</b>
Contact Name: <b>Valiant Yeung</b>
Address: <b>NCDPW 1194 Prospect Avenue Westbury, NY 11590</b>
Phone: <b>(516) 571-6881</b>
Email: <b>vyeung@nassaucountyny.gov, ldionisio@nassaucountyny.gov, ekobel@nassaucountyny.gov, cpetrucci@nassaucountyny.gov</b>

**Contract Summary**

**Purpose:** Amendment #1 for the On-Call Building Design Services contract for DPW's building construction group to provide extension of time to continue design services in emergency/time sensitive situations or whenever special expertise is required.

**Procurement History:** An RFP was issued on 7/2/2019. Twelve (12) firms submitted responses to the RFP. The top five (5) firms

ranking firms, including Spector Group, were selected. The original agreement was extended by letter until 8/28/2025. This amendment is seeking to retroactively extended term for one year until 8/28/2026 and provide for an additional optional one-year extension.

**Description of General Provisions:** Spector Group will provide on-call building design services for DPW's building construction group in emergency/time sensitive situations, whenever special expertise is required.

**Impact on Funding / Price Analysis:** No change to the contract maximum. Amendment is for a one-year extension of time with an option to renew for one additional year. Project 90406.

**Change in Contract from Prior Procurement:** Extension of Time

**Method of Source Selection:**

- Contract amendment, extension, or renewal
  - Contract originally executed on: 08/28/2021
  - Original procurement method: Request for Proposals

**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	00002	PWCAPCAP 00002 90406 000	01	\$0.01
Project Number		90406						
Project Detail		000						
<b>TOTAL</b>								<b>\$0.01</b>

Additional Info	
Blanket Encumbrance	
Transaction	107
<b>Renewal</b>	
% Increase	
% Decrease	

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

# Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	01/09/2026 02:00PM	Approved
NIFS Final Approval	Loretta Dionisio	01/09/2026 02:03PM	Approved
Final Approval	Loretta Dionisio	01/09/2026 02:03PM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	01/09/2026 02:03PM	Approved
Final Approval	Loretta Dionisio	01/09/2026 02:03PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/09/2026 03:22PM	Approved
Approval as to Form	Julie Silverstein	01/13/2026 11:58AM	Approved
NIFS Approval	Mary Nori	02/02/2026 02:39PM	Approved
Final Approval	Mary Nori	02/02/2026 02:39PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/09/2026 02:11PM	Approved
NIFA Approval	Christopher Nolan	01/30/2026 03:44PM	Approved
Final Approval	Christopher Nolan	01/30/2026 03:44PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	02/02/2026 02:43PM	Approved
DCE Compliance Approval	Robert Cleary	02/11/2026 04:14PM	Approved
Vertical DCE Approval	Arthur Walsh	02/17/2026 02:36PM	Approved
Final Approval	Arthur Walsh	02/17/2026 02:36PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	02/17/2026 03:46PM	Approved

<b>Legislature</b>			
Final Approval			In Progress
<b>Comptroller</b>			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO THE PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SPECTORGROUP 11, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with SpectorGroup 11, LLP, to provide emergency/time sensitive on-call building design services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with SpectorGroup 11, LLP.

**AMENDMENT NO. 1**

THIS AMENDMENT No. 1 (this "Amendment"), dated as of the date this Amendment is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) SpectorGroup 11, LLP., (Spector Group) having an office at 220 Crossways Park Drive West, Woodbury, NY 11797 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number B90406-01DS between the County and the Firm, executed on behalf of the County on August 28, 2021 (the "Original Agreement"), the Firm performs architectural/engineering services for the County in connection with design, which services are more fully described in Exhibit "A" of the Original Agreement ("Services"); and

WHEREAS, the maximum Amount of Consideration that the County agreed to reimburse the Firm for professional services under the original Agreement, as full compensation for the Services, was One Million Dollars (\$1,000,000.00); and

WHEREAS, the Commissioner extended the Original term by letter to August 28, 2025; and

WHEREAS, the Term may be extended by the Department, in its sole discretion, for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date, and the County and the Firm both desire to have the Firm continue the Services through the completion of various projects currently in the design stages; and

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

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

Amended Term. The Current Term of the Original Agreement shall be extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment, shall be August 28, 2026 (the "Amended Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend the Amended Term for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Amended Expiration Date, and the County and the Firm both desire to have the Firm continue the Services through the completion of various projects, where the Services

are required to complete the projects. The Agreement so extended shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.

extended shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.

shall be on the same terms, conditions, and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.

1. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties to the Agreement.

2. Compliance with Law.

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

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

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

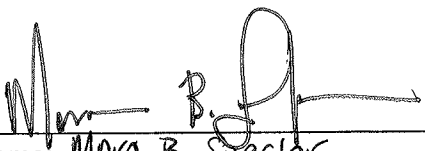
(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

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

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

SPECTORGROUP 11, LLP.

By:   
Name: MARC B. SPECTOR  
Title: OWNER / CEO  
Date: 12/22/25

COUNTY OF NASSAU

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

PLEASE EXECUTE IN BLUE INK





Nassau County Interim Finance Authority

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

**1. Vendor: Spectorgroup 11, LLP**

**2. Amount requiring NIFA approval: \$0.01**

**Amount to be encumbered: \$0.01**

Slip Type: Amendment

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

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

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

**3. Contract Term: to The Current Term of the Original Agreement shall be extended by 1 year, so that the termination date, as amended by this Amendment, shall be August 28, 2026. The Department shall have the right to extend the Amended Term for up to 1 year.**

Has work or services on this contract commenced? Yes

If yes, please explain: Amendment #1 for the On-Call Building Design Services contract for DPW's building construction group to

**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:**

Amendment #1 for the On-Call Building Design Services contract for DPW's building construction group to provide extension of time to continue design services in emergency/time sensitive situations or whenever special expertise is required.

**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
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**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

01/30/2026

**Authenticated User**

**Date**

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**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**

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**NIFA**

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

## Vendor Disclosures

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

Name of Submitting Entity: Spectorgroup 11, LLP

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

Vendor's EIN or TIN: [REDACTED]

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form: 10/02/2025 02:14:24 pm

Lobbyist Registration and Disclosure Form: 10/24/2025 04:13:43 pm

Business History Form certified: 10/24/2025 04:11:55 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 10/03/2025 11:49:49 am

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

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

Date Certified 10/24/2025 04:16:38 pm

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

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

## CERTIFICATION

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

Marc B. Spector, FAIA MBSPECTOR@SPECTORGROUP.COM

*Name*

Principal

*Title*

Spectorgroup 11, LLP

*Name of Submitting Entity*

11/03/2025 12:14:41 pm

*Date*



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES  NO  If yes, to what campaign committee?

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

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

Dated: 10/02/2025 02:14:24 pm

Vendor: Spectorgroup 11, LLP

Title: CEO | Owner

**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: 10/02/2025

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

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

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

Country: US

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

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

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

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

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

4) Dun and Bradstreet number:                     

5) Federal I.D. Number:                     

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

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

[Empty box]

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

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

[Empty box]

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

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

[Empty box]

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

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

[Empty box]

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 [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

[Empty box]

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 Conflicts Exist

(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 Conflicts Exist

(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 Conflicts Exist

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

If a conflict of interest arose with one of our consultants, we would notify the county and adhere to the county's guidelines.

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 [X] NO [ ]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/07/1993

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

Principal

Marc B. Spector FAIA - [REDACTED]

[REDACTED]

[REDACTED]

MBS Architectural Services - [REDACTED]

[REDACTED]

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

Principal

Marc B. Spector FAIA - [REDACTED]

[REDACTED]

[REDACTED]

1 File(s) uploaded: Aiii.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

20

vi) Annual revenue of firm;

[REDACTED]

vii) Summary of relevant accomplishments

[REDACTED]

1 File(s) uploaded: SPECTOR Design Brief 2025.pdf

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

1 File(s) uploaded: Spector\_Marc License 10\_31\_26.pdf

B. Indicate number of years in business.

60

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

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1 File(s) uploaded: SPECTOR Design Brief 2025.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	Tritec		
Contact Person	Jimmy Coughlan, Executive Vice President and Partner		
Address	9 Hawkins Avenue, Suite 3500		
City	Ronkonkoma,	State/Province/Territory	NY
Country	US		
Telephone	(631) 885-5814		
Fax #			
E-Mail Address	joc@tritecre.com		

Company	Curbcut Urban Partners		
Contact Person	Aaron Malinsky, President and CEO		
Address	38-01 Queens Boulevard		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(917) 885-8314		
Fax #			
E-Mail Address	am@curbcutpartners.com		

Company	Sumitomo Corporation of Americas		
Contact Person	Matthew Pinella, Facilities Senior Manager		
Address	277 Park Avenue		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 207-0700		
Fax #			
E-Mail Address	matthew.pinella@sumitomocorp.com		

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

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

**CERTIFICATION**

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

Name of submitting business: Spectorgroup 11, LLP

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

Principal  
Title

10/24/2025 04:11:55 pm  
Date

Spector Group was formed in 1965 by Michael Harris Spector FAIA. Due to a succession, Spector Associates LLP was formed on December 4, 1997 and changed its name on April 11, 2006 to Spectorgroup 11, LLP d/b/a Spector Group. Spector Group has been in existence for 60 years.

Marc B. Spector FAIA — [REDACTED]

[REDACTED]

MBS Architectural Services — [REDACTED]

# SPECTOR

A Spectorgroup II, LLP Entity

Architecture | Interiors | Master Planning  
Modular | Sustainability . Wellness

Marc B. Spector FAIA – 



---

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

**New York**  
16 East 34<sup>th</sup> Street  
New York New York 10016  
212 998.8181

**Miami**  
Wynwood Garage  
360 NW 27<sup>th</sup> Street  
Miami, Florida 33127  
786.209.1651

[architecture@spectorcompanies.com](mailto:architecture@spectorcompanies.com)  
[www.spectorcompanies.com](http://www.spectorcompanies.com)



# **SPECTOR**

**2025 Design Brief**

## SPECTOR CONTACT

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Marc B. Spector, FAIA | CEO, Owner  
mbspector@spectorcompanies.com  
516.817.5882 cell

New York Offices  
220 Crossways Park Drive, Woodbury, NY  
16 East 34th Street, New York, NY

Florida  
216 NW 27th Street, Miami, FL  
786.209.1651

Architecture • Interiors  
Master Planning  
Project Management

(re)Innovating Innovation.®

[www.spectorcompanies.com](http://www.spectorcompanies.com)



## “Tomorrow’s Blueprint: Innovative Architecture for Sustainable Communities”

---

Envisioning a future where architectural elegance meets sustainable living, we seamlessly integrate cutting-edge architectural design with

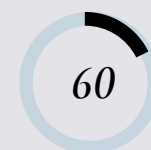
sustainable engineering solutions, aiming to create a vibrant, eco-friendly community living space that meets the evolving demands of urban lifestyles

# ABOUT US

*Our portfolio spans all sectors, including mixed-use, hospitality, multi-family residential, corporate, master planning, core and shell corporate campuses / interiors, core and shell upgrades, landlord representation, commercial, retail, government, and educational to workplaces for some of the top organizations around the world. Our work is driven by one-of-a-kind collaboration that encourages people to think outside of the box and create designs with lasting impact. Carbon Neutrality and Net Zero Energy principles of design and construction are part of our firms DNA.*

## **SPECTOR pioneering multidisciplinary design with over six decades of global experience.**

We focus on creating meaningful connections between people and their surroundings through design.



**Years**  
Designing  
Forward



**Locations**  
Woodbury, NY  
New York, N  
Miami, FL



**Design Giants**  
Interior Design  
Magazine



**Design Awards**  
American Institute  
of Architects

### SERVICES

- Architecture (including Design Architect, Architect of Record)
- Interior Design
- Master Planning
- Project Management
- Programming + Workplace Strategy
- Design Consulting
- In-House 3D Rendering Modeling/ BIM Revit/Autocad

# CULTURE

From the very beginning, our company has been built on the idea of culture. We believe that it's not just about what we do, but who we are that makes us successful. We strive to create an environment where people can come together to achieve great things.

We invest in our team, so that they can be their best selves and be rewarded for their hard work. This has led to a strong and passionate team that is willing to go above and beyond for our clients and collaborators. Culture is at the core of everything we do, and it's what sets us apart from the rest. We believe that it's what makes us successful.

Thanks to our culture, we are able to focus on our multi-faceted businesses and serve our clients and collaborators to the best of our ability. We don't stop until we reach their goals. Thanks to our culture, we are able to be the best versions of ourselves, and we will continue to uphold these values in everything we do.



## Core Differentiators

### OUR VALUES

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



### OUR TEAM

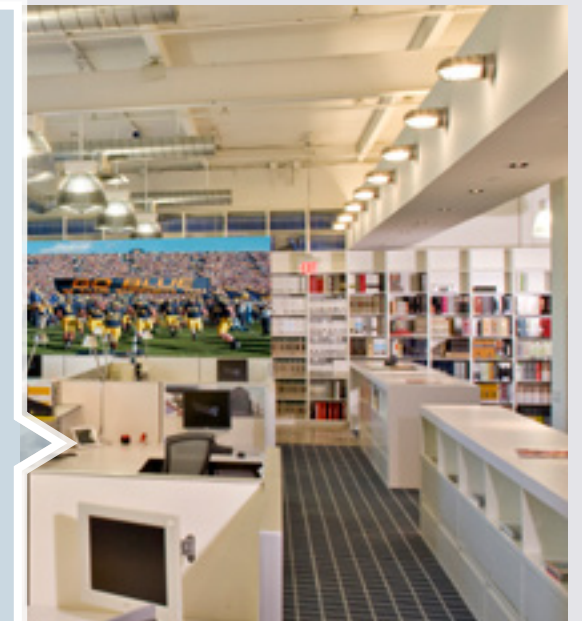
The entire project team is involved in every step of the design process – from Experience Strategy to project completion – resulting in thoughtful and cohesive design solutions that are on time and on budget.



### OUR APPROACH

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

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





# WHY US?

## **BOUTIQUE AT HEART**

**A mid-sized firm with the muscle of a 250 person firm and the design acumen of a boutique 15 person firm.**

## **RELEVANT TENANT & LANDLORD EXPERIENCE**

**SPECTOR is well respected by both entities.**

## **STRONG PRINCIPAL & SENIOR TEAM INVOLVEMENT**

**Involved in all aspects of the real estate, design and construction process.**

## **WE COORDINATE EVERYTHING & EVERYONE**

**From concept to completion we've got you covered.**

## **IT'S PERSONAL**

**We believe our best work stems from the culmination of the partnerships we form with clients, consultants and our team. This thinking drives our business, establishes long-lasting client relationships and enables us to live our tag line: **Designing Partnerships.****

# Corporate



Dealertrack Technologies  
North Hills, New York



Pall Corporation Corporate Headquarters  
Port Washington, New York



Audible Innovation Cathedral  
Newark, New Jersey



Indeed  
Austin, Texas



SONY Western Regional Operations Center  
San Jose, California



CA Technologies World Headquarters  
Islandia, New York



RXR Plaza  
Uniondale, New York



900 Stewart Avenue  
Garden City, New York



Bancker Construction Corporate Headquarters  
Islip, New York



Nikon USA Headquarters  
Melville, New York



Islandia Pavilion  
Islandia, New York



Garden City Plaza  
Garden City, New York



**DEALERTRACK TECHNOLOGIES CORPORATE HEADQUARTERS | North Hills, New York**





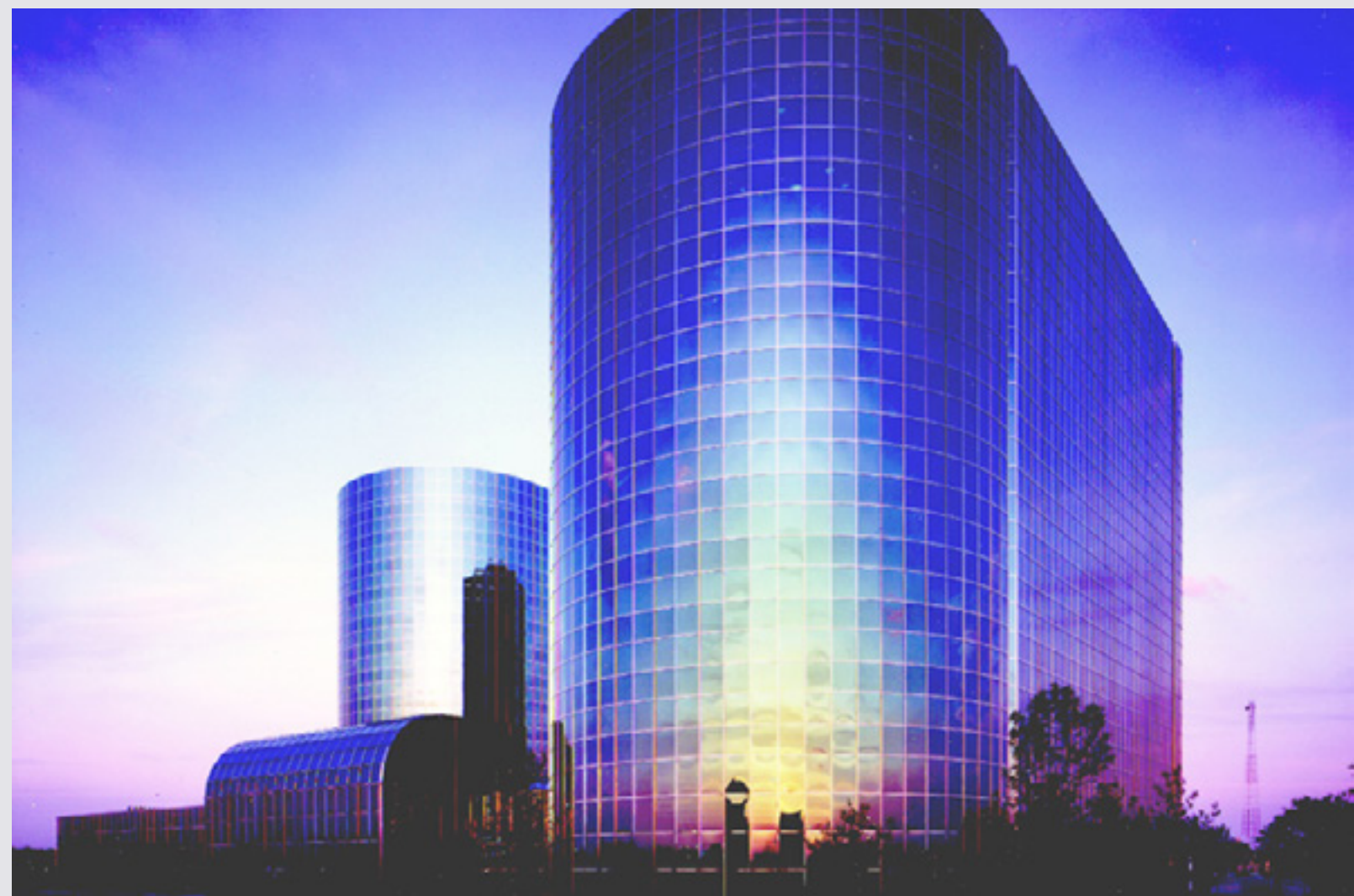


**PALL CORPORATION CORPORATE HEADQUARTERS | Port Washington, New York**



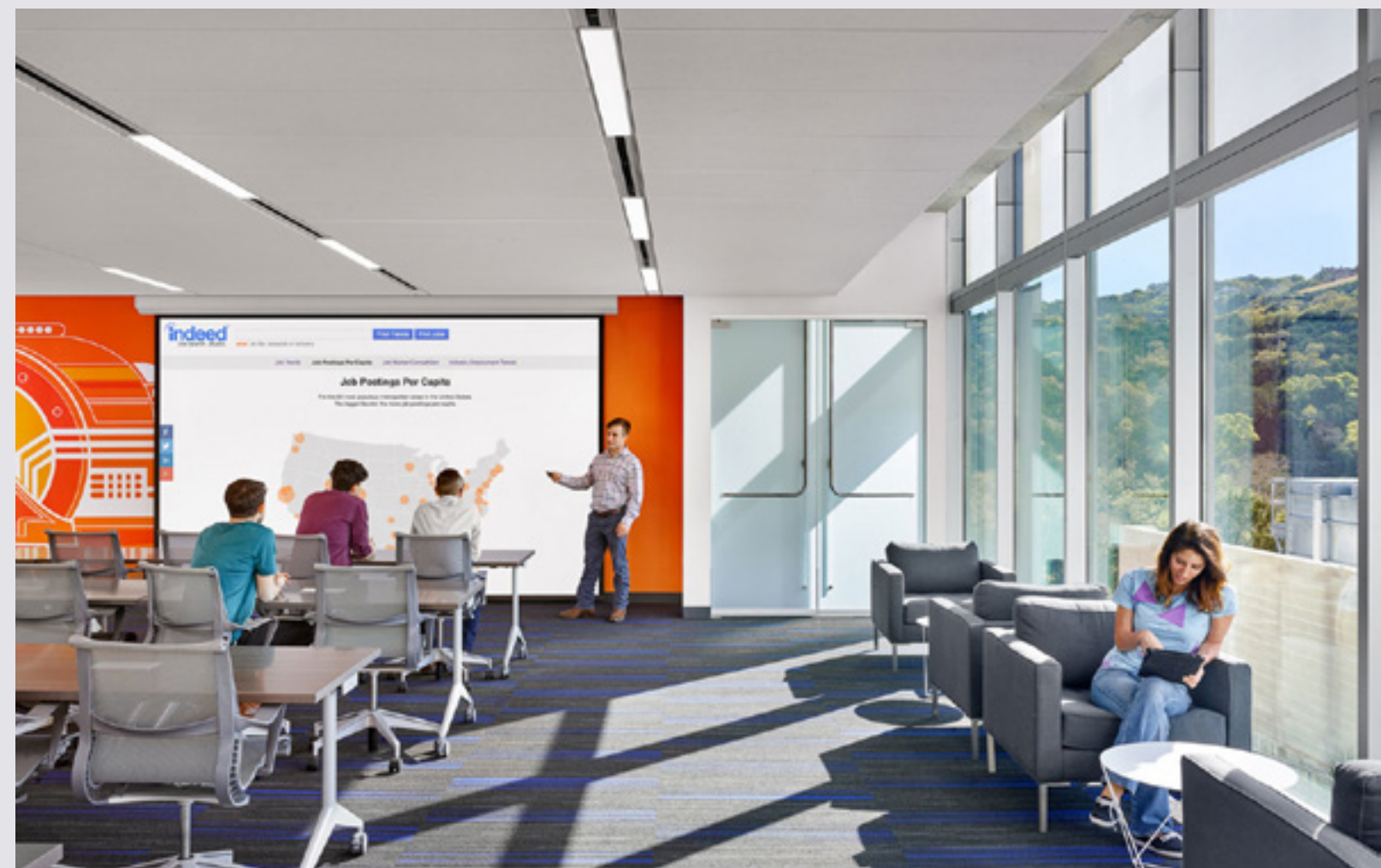


**RXR PLAZA** | Uniondale, New York





**INDEED** | Austin, Texas





**SONY WESTERN REGIONAL OPERATIONS CENTER | San Jose, California**



# Government | Institutional



Alfonse M. D'Amato United States Courthouse  
Central Islip, New York



Nassau County Police Department Center For Law  
Enforcement and Intelligence, Garden City, New York



Nassau County Family and Matrimonial Courts  
Mineola, New York



Science and User Support Center  
National Brookhaven Laboratory, Upton, New York



Glen Oaks Club  
Old Westbury, New York



Kings Point Village Hall and Police Station  
Kings Point, New York



Nassau University Medical Center Ambulatory Pavilion  
East Meadow, New York



Bronx Behavioral Health Center  
Bronx, New York



National Museum of Naval Aviation  
Pensacola, Florida



Temple Judea Holocaust Resource Center  
Manhasset, New York



Roslyn Firehouse  
Roslyn, New York



Bronx Behavioral Health Center Master Plan  
Bronx, New York



David S. Mack Center for  
Training & Intelligence

NCPD

**DAVID S. MACK CENTER FOR TRAINING AND INTELLIGENCE | Garden City, New York**





**NASSAU COUNTY FAMILY AND MATRIMONIAL COURTS | Mineola, New York**

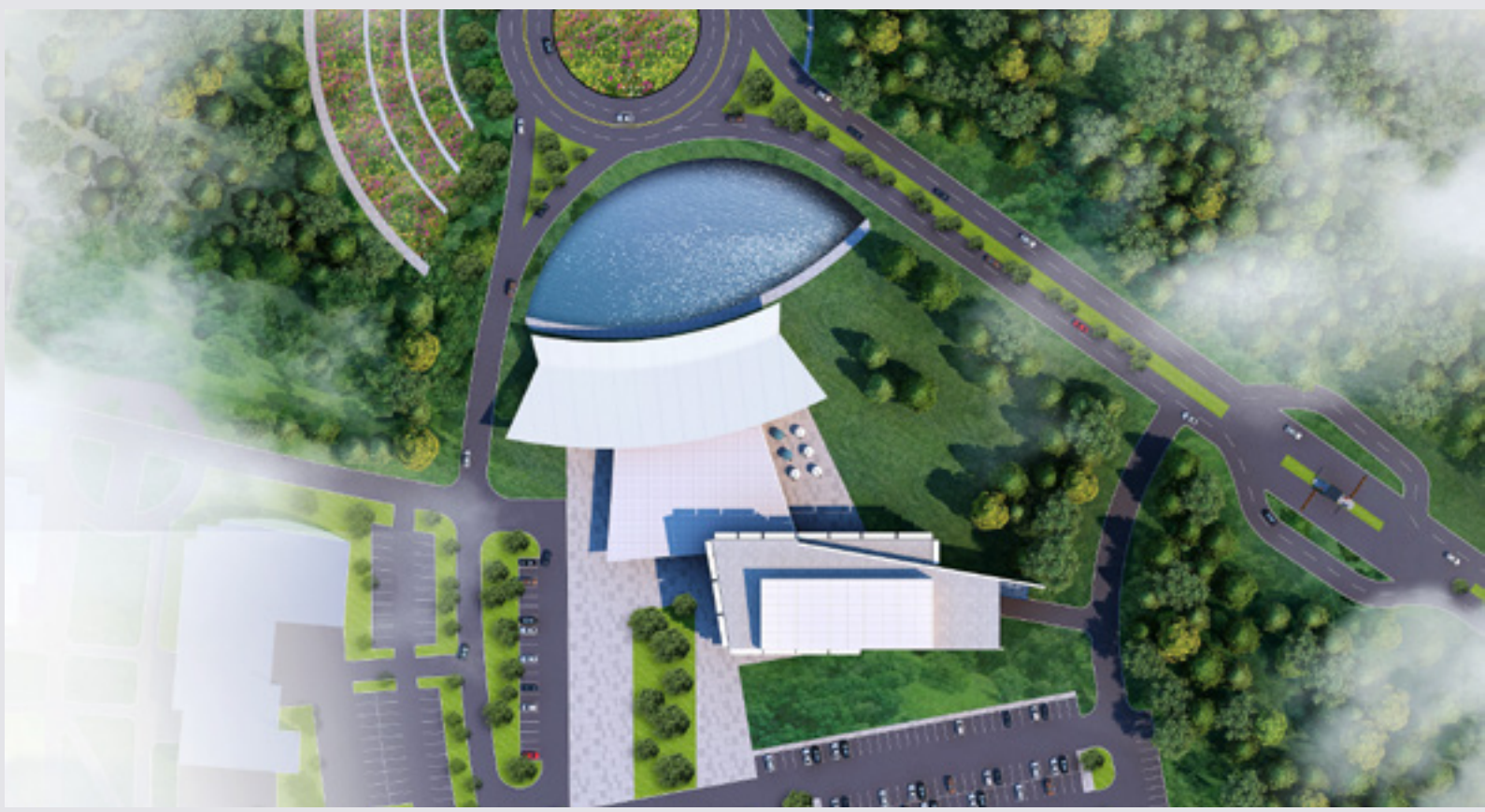


**ALFONSE M. D'AMATO UNITED STATES COURTHOUSE AND FEDERAL OFFICE BUILDING | Central Islip, New York**





**SCIENCE AND USER SUPPORT CENTER (SUSC) | Brookhaven National Laboratory, Upton, New York**



# Educational



Stony Brook University Student Union  
Stony Brook, New York



SUNY Old Westbury Campus Center  
Old Westbury, New York



North Shore Academy  
Great Neck, New York



St. Peter's College  
Jersey City, New York



Long Island University CW Post Campus  
Freshman Learning Community Project, Greenvale, NY



Suffolk County Community Center New Learning Center  
Selden, New York



Suffolk County Community College Science Building  
Selden, New York



Solomon Schechter School  
Roslyn, New York



Wheatley School  
East Williston, New York



Center Moriches Secondary School Campus  
Center Moriches, New York



Birch Wathen Lenox School  
New York, New York



Schreiber School  
Port Washington, New York



STONY  
BROOK  
UNION

**SUNY STONY BROOK UNIVERSITY STUDENT UNION | Stony Brook, New York**







**SUNY OLD WESTBURY CAMPUS CENTER | Westbury, New York**





**NORTH SHORE HEBREW ACADEMY | Great Neck, New York**







**INWOOD ACADEMY | New York, New York**



# Mixed-Use | Multi-Family



30 Washington Street  
Brooklyn, New York



25 Washington Street  
Brooklyn, New York



Villas on Manhasset Bay  
Manorhaven, New York



Harbor Pointe  
Stamford, Connecticut



Georgia Center  
Queens, New York



The Pearl  
Brooklyn Bridge



New Downtown Mixed-Use Center  
New Rochelle, New York



Lower Manhattan Mixed-Use  
New York, New York



WA Luxury Condominiums  
Harlem, New York



EL Mirador  
Bronxchester, New York



Residential Towers  
Stamford, Connecticut



**STATION YARDS | RONKONKOMA, NEW YORK**





**CHALLENGER 60 | Ridgefield Park, New Jersey**





**HARBOR POINTE** | Stamford, Connecticut





**45 HARRISON STREET | New Rochelle, New York**





32E57 | New York, New York





**RAILROAD STREET TOD REDEVELOPMENT | Riverhead, New York**



# Sports and Entertainment



The (re)Imagination of Madison Square Garden  
New York, New York



Oceans Aquarium NYC  
New York, New York



New York Cosmos Stadium Complex  
New York



Under Armor Stadium and Long Island Soccer Academy  
Long Island, New York



Nassau Coliseum, New York Islanders  
Long Island, New York



Battery Ice Arena - Proposed NY Ranger Practice Facility  
New York, New York



The Lighthouse  
Uniondale, New York



Riverhead Riverfront Redevelopment Project  
Riverhead, New York



Epcal Center  
Riverhead, New York



Beacon Pointe  
Sayreville, New Jersey



Museum Row  
Uniondale, New York



The Long Island Aquarium  
Long Island, New York



**THE (RE) IMAGINATION OF MADISON SQUARE GARDEN | New York, New York**





**NEW YORK COSMOS STADIUM COMPLEX | Long Island, New York**





**UNDER ARMOUR STADIUM AND LONG ISLAND SOCCER ACADEMY COMPLEX | Long Island, New York**



**NASSAU COLISEUM, NEW YORK ISLANDERS | Long Island, New York**



**THE LIGHTHOUSE** | Uniondale, New York





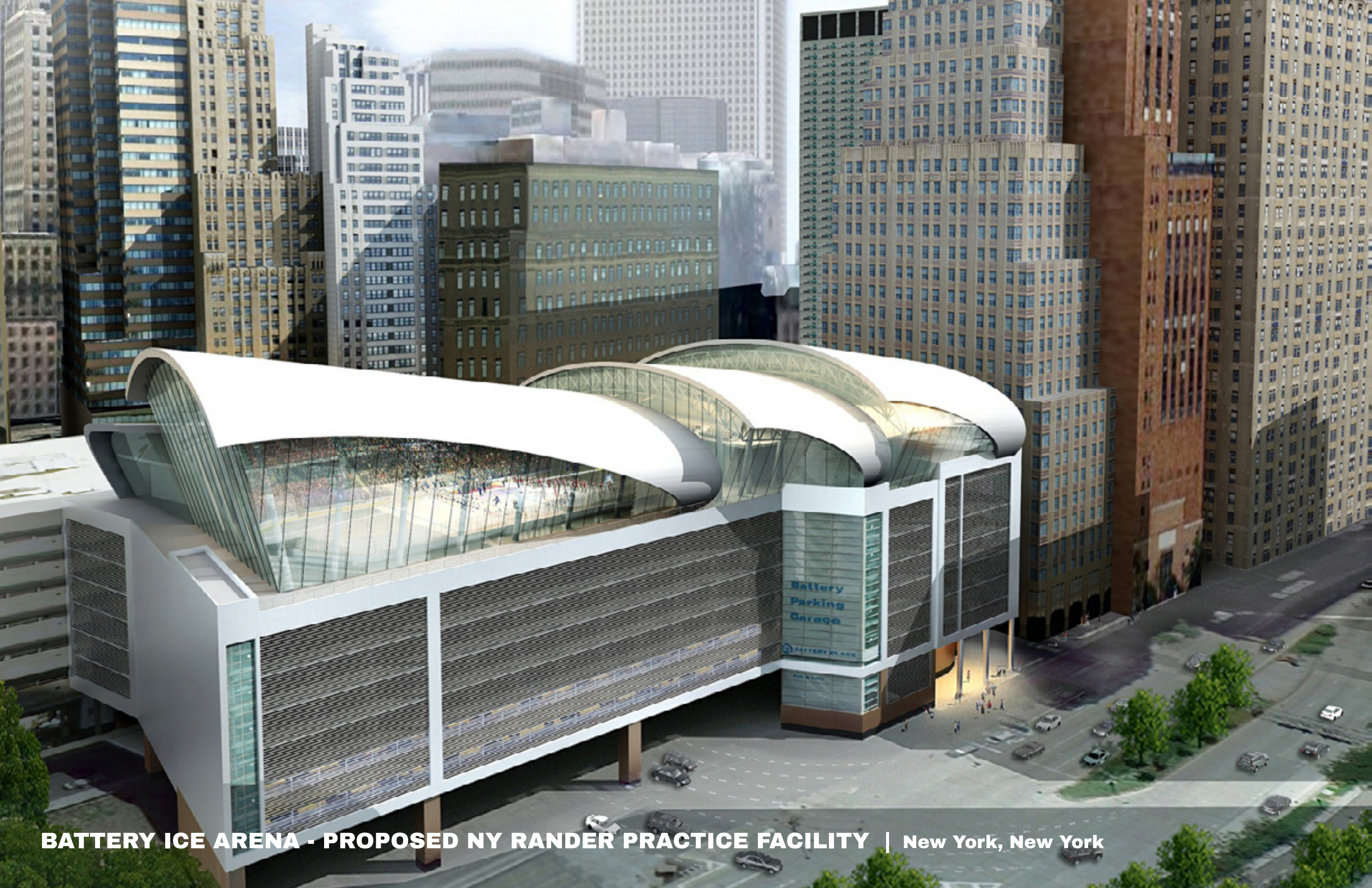
**RIVERHEAD REDEVELOPMENT PROJECT | Riverhead, New York**





**EPCAL CENTRE | Riverhead, New York**





**BATTERY ICE ARENA - PROPOSED NY RANER PRACTICE FACILITY | New York, New York**





PICKLEBALL COURTS			
JESSICA	1	MARSW	7
ROME	2	KHALIL	8
NATASHA	3	EVERLEE	9
DAVID	4	GARHELO	10
ANLEY	5	JOLENE	11
WESTIN	6	CARTER	12

SHUFFLEBOARD		PARTY ROOM A	
CELESTE	A	DAISY'S BIRTHDAY	
GUILERMO	B	PARTY ROOM B	
		HARRISON'S GRADUATION	

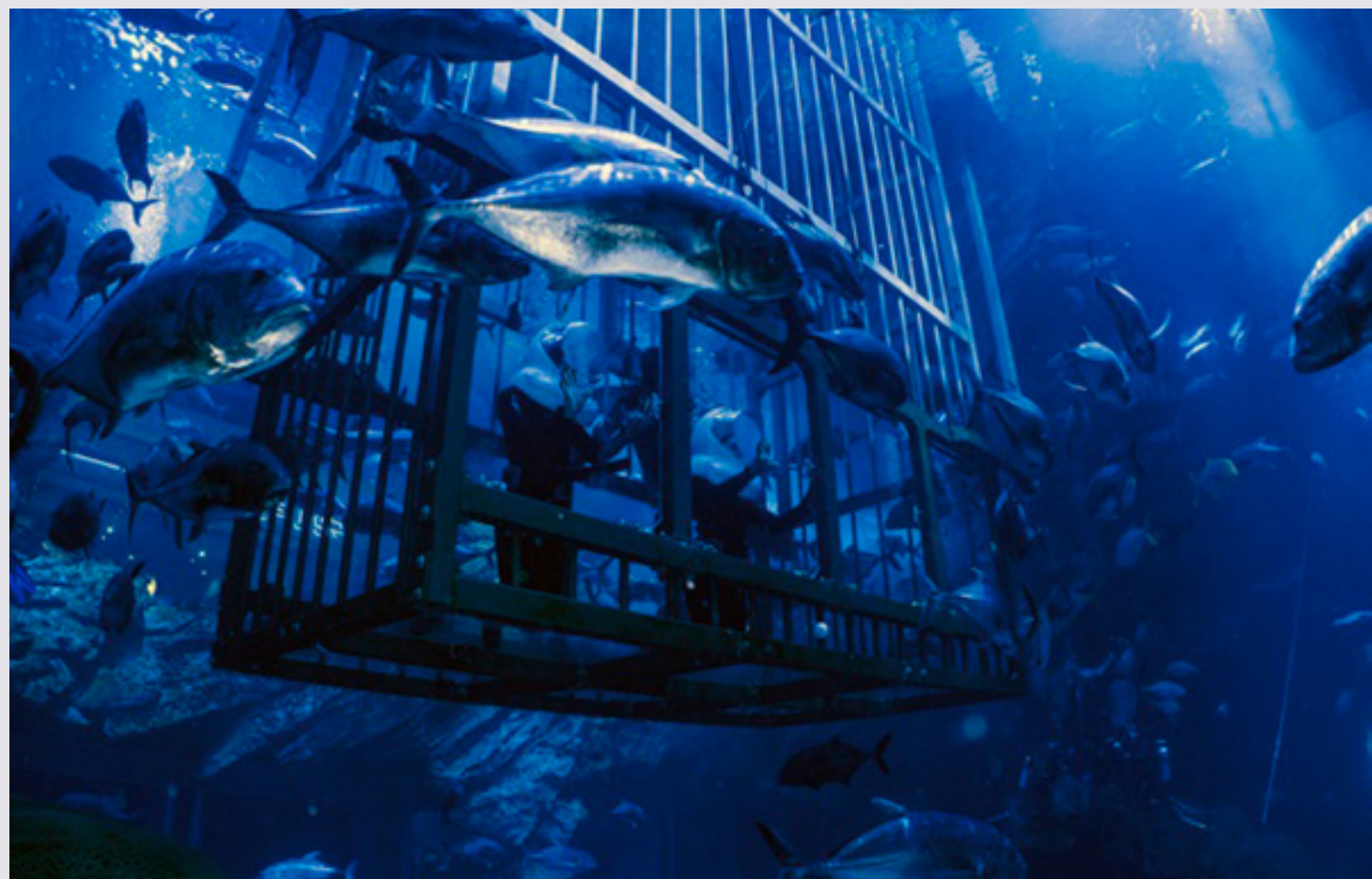
**SPORTIME PICKLEBALL | New York Metropolitan Area, New York**





OCEANS NYC | New York, New York







**ONONDAGA COUNTY AQUARIUM | Onondaga, New York**



**MUSEUM ROW AND THE LONG ISLAND AQUARIUM | Long Island, New York**

# Commercial



Brookfield Place  
New York, New York



Brookfield Place Shops  
New York, New York



Brookfield Place Hudson Eats  
New York



JPMorgan Chase 390 Madison Flagship  
New York, New York



Mercedes-Benz Manhattan  
New York, New York



Volkswagen Audi Manhattan  
New York, New York



Dumbo Heights Redevelopment  
Brooklyn, New York



The Factory  
Long Island City, New York



Source Mall  
Long Island, New York



30 Montgomery  
Jersey City, New Jersey



60 Wall  
New York, New York



Rebirth of the Buffalo Central Terminal  
Buffalo, New York



**JPMORGAN CHASE RETAIL FLAGSHIP | 390 Madison Avenue, New York**

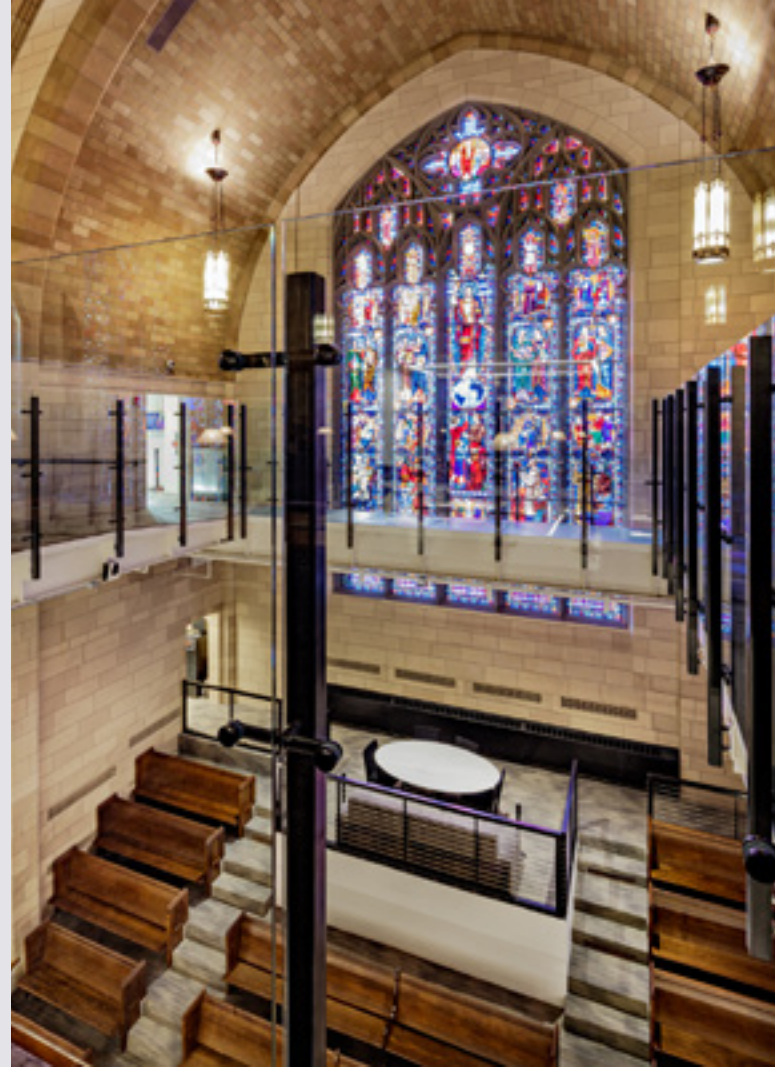






**AUDIBLE INNOVATION CATHEDRAY | Newark, New Jersey**









60 WALL | New York, New York







**REBIRTH OF THE BUFFALO CENTRAL TERMINAL** | Buffalo, New York



# Healthcare



Bucharest University Medical Center  
Bucharest, Romania



Northwell Health | Long Island Jewish Medical Center  
Lake Success, New York



Nassau University Medical Center New Ambulatory Pavilion,  
East Meadow, New York



New York Presbyterian Morgan Stanley Children's Hospital,  
New York, New York



NYS Office of Mental Health | Bronx Behavioral Health Center Master Plan,  
Bronx, New York



NYS Office of Mental Health | Bronx Residential Village  
Bronx, New York



Pall Corporation R&D and Laboratories  
Port Washington, New York,



Brookhaven National Laboratory Science and Support Center,  
Upton, New York



Mt. Sinai Kravis Children's Hospital  
New York, New York



SCCC Life Sciences Center  
Selden, New York



Stony Brook Medicine  
Ronkonkoma, New York



The Well  
New York, New York



**NYS OFFICE OF MENTAL HEALTH, BRONX BEHAVIORAL HEALTH CENTER | Bronx, New York**





**NASSAU**  
HEALTHCARE  
CORPORATION

**NASSAU UNIVERSITY MEDICAL CENTER NEW AMBULATORY PAVILION | East Meadow, New York**



**NEW YORK PRESBYTERIAN MORGAN STANLEY CHILDREN'S HOSPITAL | New York, New York**





# Circle of Love Círculo de amor

Los bebés aprenden mejor cuando se encuentran en un entorno amoroso.

Un ambiente amoroso y afectuoso es clave al desarrollo emocional de los niños.

El amor es el lenguaje universal que todos los niños necesitan para crecer y desarrollarse.





Stony Brook **Medicine**



# Hospitality



New York Hilton  
New York, New York



Hyatt Place  
Hackensack, New Jersey



Marriott Courtyard Hotel and Mixed-Use Building  
Riverhead, New York



The Well  
New York, New York



Glen Oaks Club  
Old Westbury, New York



Engineers Country Club  
Roslyn Harbor, New York



The Duke Ellington Hotel



Seawane Club  
Hewlett, New York



Somerset Hilton  
Somerset, New Jersey



Avant Gardner  
Brooklyn, New York



Towers  
Miami, Florida



**THE WELL | New York, New York**







**GLEN OAKS CLUB** | Old Westbury, New York







**AVANT-GARDNER | Brooklyn, New York**



# Workplace | Lifeplace



Sumitomo Corporation of America  
New York, New York



Northern Trust  
New York, New York



Flexpoint Ford  
New York, New York



Ocean Commons  
Lakewood, New Jersey



Total Fire Protection  
Woodbury, New York



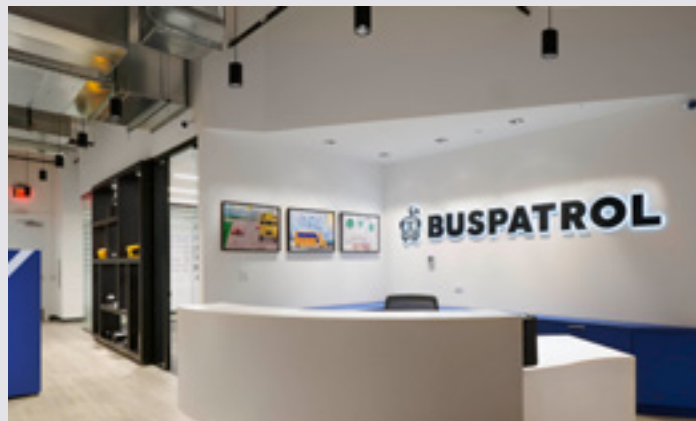
Northwestern Mutual  
New York, New York



New Mountain Capital  
New York, New York



Marcum, LLP  
Nationwide



BusPatrol  
Long Island, New York



300 East 42nd Street  
New York, New York



WME  
New York, New York



Bancker Construction  
Long Island, New York



**FLEXPOINT FORD | New York, New York**

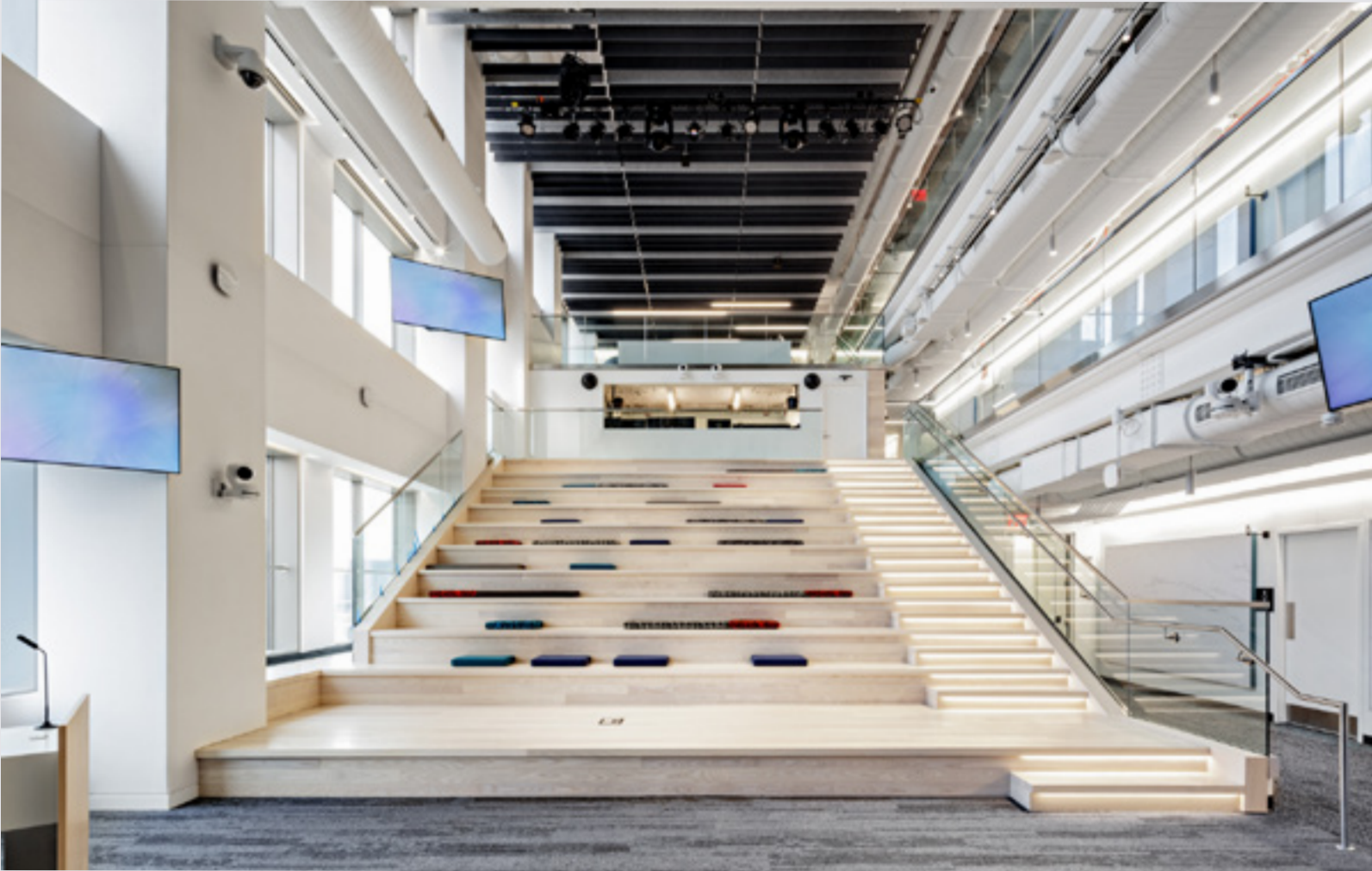




**TOTAL FIRE PROTECTION** | Woodbury, New York









**NEW MOUNTAIN CAPITAL | Brooklyn, New York**





**MARCUM**  
ACCOUNTANTS ▲ ADVISORS





WAVELENGTH







To: Licensee/Registrant

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

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

SEE BACK FOR IMPORTANT INFORMATION

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

License Number: [REDACTED]

Certificate Number: [REDACTED]



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

is registered to practice in New York State through 10/31/2026 as a(n)  
**ARCHITECT**

LICENSEE/REGISTRANT

EXECUTIVE SECRETARY

COMMISSIONER OF EDUCATION

DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

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

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Marc B. Spector, FAIA  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: Spectorgroup 11, LLP  
City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797  
Country: US  
Telephone: 5163654240

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>01/07/1993</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
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.  
\_\_\_\_\_

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 [X] If Yes, provide details.

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?  
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

8. 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 [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?  
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES  NO  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,  , 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,  , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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

Spectorgroup 11, LLP

---

Name of submitting business

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

Marc B. Spector, FAIA MBSPECTOR@SPECTORGROUP.COM

---

Principal

---

Title

10/24/2025 04:16:38 pm

---

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Spectorgroup 11, LLP

Address: 220 Crossways Park Drive West

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

Country: US

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

3. Type of Business: Partnership (specify) \_\_\_\_\_

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

1 File(s) uploaded: Aiii.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.

1 File(s) uploaded: Aii.pdf

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [ ] NO [X]

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

---

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

---

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

---

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

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

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

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

Dated: 10/03/2025 11:49:49 am

Title: Principal

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

# SPECTOR

A Spectorgroup II, LLP Entity

Architecture | Interiors | Master Planning  
Modular | Sustainability . Wellness

Marc B. Spector FAIA — 



---

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

**New York**  
16 East 34<sup>th</sup> Street  
New York New York 10016  
212 998.8181

**Miami**  
Wynwood Garage  
360 NW 27<sup>th</sup> Street  
Miami, Florida 33127  
786.209.1651

[architecture@spectorcompanies.com](mailto:architecture@spectorcompanies.com)  
[www.spectorcompanies.com](http://www.spectorcompanies.com)

Spector Group was formed in 1965 by Michael Harris Spector FAIA. Due to a succession, Spector Associates LLP was formed on December 4, 1997 and changed its name on April 11, 2006 to Spectorgroup 11, LLP d/b/a Spector Group. Spector Group has been in existence for 60 years.

Marc B. Spector FAIA – [REDACTED]

[REDACTED]

MBS Architectural Services – [REDACTED]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2026

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

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

<b>PRODUCER</b> PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	<b>CONTACT NAME:</b> Alyson Graziosi <b>PHONE (A/C, No, Ext):</b> 516-869-8788 <b>E-MAIL ADDRESS:</b> agraziosi@crpgrp.com		<b>FAX (A/C, No):</b> 516-470-0338
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> SPECTROGROUP Spectorgroup 11, LLP dba Spector Group Architects 220 Crossways Park Drive West Woodbury NY 11797	<b>INSURER A:</b> Twin City Fire Insurance Company		<b>NAIC #</b> 29459
	<b>INSURER B:</b> Beazley Insurance Company Inc.		37540
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** [REDACTED]**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		[REDACTED]	7/16/2025	7/16/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		[REDACTED]	7/16/2025	7/16/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		[REDACTED]	7/16/2025	7/16/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>PROFESSIONAL LIABILITY</b>			[REDACTED]	5/15/2025	5/15/2026	5,000,000 5,000,000 50,000 PER CLAIM AGGREGATE RETENTION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(C) CRIME: POLICY# 107672415; CARRIER: TRAVELERS CASUALTY AND SURETY; EFFECTIVE 7/21/2025; EXPIRATION: 7/21/2026; LIMITS: \$1,000,000; RETENTION: \$10,000  
 On-Call Building Design-B90406-01DS Amendment 01

County of Nassau is included as additional insured as required by written contract.

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

County of Nassau  
 Dept of Public Works  
 1194 Prospect Avenue  
 Westbury, NY 11590

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

AUTHORIZED REPRESENTATIVE

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

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

**FROM:** Department of Public Works

**DATE:** November 25, 2025

**SUBJECT:** Recommendation to Amend Professional Services Agreements with All On-Call Building Design Firms [**RETROACTIVE**]  
Agreement No.: B90406-01DC – Cashin – CFPW21000015 (08/28/2025 Expiration)  
Agreement No.: B90406-01DH – H2M – CFPW21000010 (10/08/2025 Expiration)  
Agreement No.: B90406-01DL – LiRo – CFPW21000014 (09/17/2025 Expiration)  
Agreement No.: B90406-01DN – Nelson & Pope – CFPW21000013 (08/28/2025 Expiration)  
Agreement No.: B90406-01DS – Spector – CFPW21000011 (08/28/2025 Expiration)

These requested amendments will amend the County's contracts with On-Call Building Design Firms, to extend the expiration of services under the terms of the original agreements until new contracts for these same services are fully executed. An RFP was issued on July 2, 2019 and twelve (12) firms submitted proposal responses to the RFP. The top five (5) firms were selected and awarded contracts.

These contracts were extended through their optional two-year extensions via letters from the Commissioner with termination dates falling between the dates of August 28, 2025 and October 8, 2025. On that basis, this memo and these amendments shall be retroactive to their respective effective expiration dates. It was the intention of this Department to solicit new contracts for On-Call Building Design services in 2025, prior to the expiration of the 2019 contract, however, delays in processing this procurement have occurred, primarily lack of County resources to draft, review and process said solicitation. The term extension being requested is one (1) year plus an optional additional one (1) year.

LiRo's contract capacity shall also be amended and increased by \$1 million to enable a fair bidder pool of all firms with awarded contracts, in the spirit of the initial RFP. LiRo has insufficient remaining capacity to be awarded additional missions. All other firms have sufficient remaining capacity.

It is the intent of this Department to amend the existing agreements to extend these services until new contract for the same services are fully executed. This is necessary to ensure the ability of the Department to procure these support services in a timely manner. The proposed rates extended to these Firms under these agreements are also lower than the rates that will be proposed against the new solicitation.

In our professional judgment, it is in the County's best interest, and represents the best value to the County, to have this Department, upon your approval, shall begin preparing these contract amendments.



Arthur T. Walsh, Chief Deputy County Executive

November 25, 2025

Page 2 of 2

Subject: Recommendation to Amend Professional Services Agreement with  
All On-Call Building Design Firms

Agreement No.: B90406-01DC – Cashin – CFPW21000015

Agreement No.: B90406-01DH – H2M – CFPW21000010

Agreement No.: B90406-01DL – LiRo – CFPW21000014

Agreement No.: B90406-01DN – Nelson & Pope – CFPW21000013

Agreement No.: B90406-01DS - Spector – CFPW21000011

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

*Michael Kwaschyn*

Michael Kwaschyn

Commissioner

MK:DT:ss

- c: Douglas Tuman, Deputy Commissioner
- Concetta Petrucci, Assistant to the Commissioner
- Loretta Dionisio, Assistant to Deputy Commissioner of Administration
- Robert Labaw, Chief Architect
- Valiant Yeung, Architect III
- Francis Antetomaso, Assistant to the Deputy Commissioner
- Robert Mitchell, Sean Chow, Gus Xenakis, Jacobs

APPROVED:

DISAPPROVED:

Arthur T. Walsh  
Chief Deputy County Executive

Date

Arthur T. Walsh  
Chief Deputy County Executive

Date

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

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

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

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

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

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

Name and Title of Authorized Representative

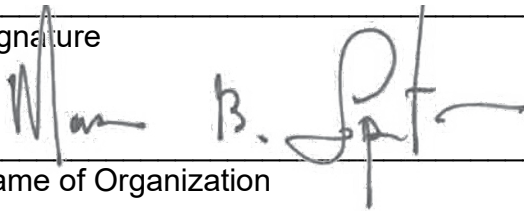
m/d/yy

Marc B. Spector, FAIA | Principal

10/02/2025

Signature

Date



Name of Organization

Spectorgroup 11, LLP

Address of Organization

220 Crossways Park West, Woodbury, NY 11797

BRUCE A. BLAKEMAN  
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.  
COMMISSIONER

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

June 28, 2023

Spector Group  
220 Crossways Park West  
Woodbury, New York 11797

Att: Mr. Marc B. Spector, FAIA

Re.: CONTRACT NO: B90406-01DS  
TITLED: "On-Call" Building Design Services

To Whom It May Concern:

You are hereby advised that a two (2) year extension of time is granted to August 28, 2025, on the above referenced agreement.

Please be aware that all other terms and stipulations of the agreement remain in effect.

Should you have any questions regarding the foregoing, you may contact Mr. Robert LaBaw, at 571-6812.

Very truly yours,

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

KGA:DT:jd

c: Roseann D'Allewa, Deputy Commissioner of Public Works  
Douglas Tuman, Deputy Commissioner of Public Works  
Robert LaBaw, Architect IV  
Valiant Yeung, Architect III  
Matt Duffy, Auditing Assistant III, Office of the Comptroller



**E-96-21**

Certified: 31-AUG-21 -- SALFANO

**NIFS ID:CFPW21000011      Department: Public Works**

**Capital: X**

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

Contract ID #:CFPW21000011      NIFS Entry Date: 15-APR-21      Term: from to

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

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

<b>Vendor Info:</b>	
Name: <b>SpectorGroup 11, LLP</b>	Vendor ID#: [REDACTED]
Address: 220 Crossways Park Drive West Woodbury, NY 11797	Contact Person: Marc Spector
	Phone: 516 / 365-4240

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

**Routing Slip**

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

<b>CPO</b>	<b>Approval: X</b>	<b>20-APR-21 -- KOHAGEN</b>
<b>DCEC</b>	<b>Approval: X</b>	<b>21-APR-21 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>21-APR-21 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>28-APR-21 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval: X</b>	<b>14-JUN-21 -- CALBERT</b>
<b>Comptroller</b>	<b>Deputy: X</b>	<b>30-JUL-21 -- JSCHOEN</b>
<b>NIFA</b>	<b>NIFA Approval: X</b>	<b>18-AUG-21 -- MWORSHAM</b>

## Contract Summary

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

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		1	PWCAPCAP/90406/00002/000	\$ 0.01
Control:	90	Contract:				\$ 0.00
Resp:	406	County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	90406	Capital	\$ 0.01			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 0.01</b>		<b>TOTAL</b>	<b>\$ 0.01</b>
<b>RENEWAL</b>						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

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

WHEREAS, the County has negotiated a personal services agreement with Spector Group, for on-call building design services respecting Agreement No. B90406-01DS, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Spector Group.

LAURA CURRAN  
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.  
COMMISSIONER

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

**“ON-CALL” BUILDING DESIGN SERVICES  
DIVISION OF ENGINEERING  
AGREEMENT NO. B90406-01DS**

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

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the “Commencement Date”) and terminate on the two (2) year anniversary of the Commencement Date (the “Expiration Date”), unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date, for a possible total term of four (4) years. The decision to renew the contract will be at the sole discretion of the County. The Agreement, so extended, shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement.

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

2. Services, Extra Services and Reimbursable Expenses

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

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

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

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

(2) Testing Laboratory Services.

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

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

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

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

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

3. Payment.

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

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

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

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

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

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

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

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

10. Insurance.

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

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

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

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

12. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Joint Venture.

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


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

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

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

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


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

By:   
Name: Marc B. Spector

Title: Principal

Date: May 26, 2021

NASSAU COUNTY

By:   
Name: BRIAN J. SCHNEIDER

Title: County Executive

Deputy County Executive

Date: 8-28-2021

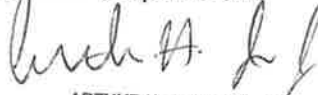
PLEASE EXECUTE IN BLUE INK

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

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

On the 20 day of MAY in the year 2021 before me personally came MARCO B SPECTOR to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the PRINCIPAL of SPECTOR GROUP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

  
ARTHUR H. JOHNSON, JR.  
Notary Public - State of New York  
No. 01JO8181478  
Qualified in Nassau County  
My Commission Expires February 28, 2023

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

On the 28 day of Aug in the year 2021 before me personally came Brian Schnitzer 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 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

LAURA J VIGLIOTTI  
NOTARY PUBLIC STATE OF NEW YORK  
LIC. #01VI6190782  
COMM. EXP. 08/04/2022  
COMMISSIONED IN NASS COUNTY

# EXHIBIT "A"

## DETAILED SCOPE OF SERVICES

### ON-CALL BUILDING DESIGN SERVICES

#### 1. Scope of Services:

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

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

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

#### 2. Notification

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

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

#### 3. Task Order (Mission) Procedures

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

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

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

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

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

(b) Department review of Proposal and Cost Proposal:

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

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

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# EXHIBIT "B"

## PAYMENT SCHEDULE

### ON-CALL BUILDING DESIGN SERVICES

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

#### 1. SERVICES

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

#### (b) Sub-consultants and Special Consultants

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

#### 2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

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

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

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## EXHIBIT "EE"

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

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

unqualified by the County Firm shall be included in the Best Effort Documentation

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

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

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

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

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

APPENDIX A

COST PROPOSAL

(To be submitted in a separately sealed envelope)

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

Sub-Consultants: Provide MWBE & SDVOB Utilization Plan

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

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

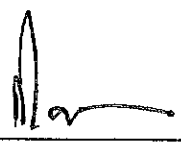
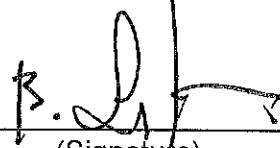
The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

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

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

SUBMITTED BY:

\_\_\_\_\_  
(Signature)

PRINT NAME:

Marc B. Spector, FAIA

DATE: July 31, 2019

# EXHIBIT "C"

## MAXIMUM WAGE RATE SCHEDULE

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

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



www.spectorgroup.com

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

July 31, 2019

Name	Title
<b>Spectorgroup</b>	
Marc B Spector	Principal
Joseph Randazzo	Project Manager
Paul Anderson	Project Manager
Thomas Scotto	Project Manager
Arthur Johnson	Project Manager
Michael Mannetta	Project Designer
Bryan Richter	Project Designer
Christina Smyrni	Project Manager
John Machovec	Project Architect
Justin Stetzer	Project Architect
Laura Lievano	Project Architect
Brett Gullborg	Project Architect
Joseph Suserman	Project Architect
Danielle Schmidt	Project Architect
Sam Chen	Senior Project Architect
Ryan Butler	Junior Planner
Carl Ricaurte	Junior Planner
Tim Greening	Junior Planner
Ana Maria Ramirez	Junior Planner
Danni Wang	
Jaime Cortez	Support Architect
Stephanie Bias	Materials Specialist

<b>Bohler Engineering</b>	
Joseph A. Deal, PE	Principal
Eric Jeter	Professional Engineering Manager
Alek Kociski	Project Engineer
Gary Talbot	Senior Design Engineer
T.J. Wilkinson	Design Engineer
Ragin Pace	Staff Engineer
Matthew J. Mrva, RLA	Sr. Prof. Landscape Arch Manager
Leslie Fanger	Prof Landscape Architect Mgr
Jason Miller	Professional Landscape Architect
Elyse Gemme	Landscape Designer

Name	Title
<b>Bohler Engineering (continued from page 1)</b>	
Greg Sawulski	Land Surveyor/Sr. Project Mgr.
Hunter Picard	Land Surveyor/Project Manager
Ken Stigner	Land Surveyor/Assist. Project Mgr.
Alban Bici	Senior Survey Technician
Andrew Yamashita	Survey Technician
Mihaela Popescu	Assistant Survey Technician
Tom Galligan	Permit Manager
Kevin Reim	Assistant Permit Manager
Christine Manos	Project Coordinator
Eric Jeter	Hearing Attendance & Testimony/Night

<b>Ysrael A. Seinuk, P.C.</b>	
George Ozga, P.E.	Principal
Roman Detyna, P.E.	Project Manager
Reinaldo Rojas	Sr. Project Engineer
Piotr Michalik	Project Engineer
Tyson Eng	Senior Inspector
Prem Chinkan	Senior Drafter
Vlad Schneider	Drafter

\* Principal rate will not include multiplier

<b>CSA Group</b>	
Norman Hinsey, PE, LEED AP	MEP Engineer of Record
Corneliu Vinatoru, PhD, PE	Dept. Mgr Electric Engineer
Marius Blanaru	Senior Electrical Engineer
Pratik Jain	Senior Electrical Engineer
Jose Prats	Senior Electrical Engineer
Arthur Arena	Electrical Engineer
Safid Bakar	Electrical Engineer
Nicholas Ladorirak	Electrical Engineer
Juan Rios	Junior Electrical Engineer
Joel Torres	Junior Electrical Engineer
Zhu Heng Zheng, PE	Dept. Mgr HVAC Engineer
Angel L. Fernandez, LEED AP	Dept. Mgr PL/FP Engineer
Walter Chan	Senior Mechanical Engineer
David Bahar	Senior Mechanical Engineer
Bharat Patel	Senior Mechanical Engineer
John Valentin	Mechanical Engineer
Walter Hunte	Mechanical Engineer
Alfredo Vargas	Mechanical Engineer
Anthony Daoud	Junior Mechanical Engineer

Name	Title
<b>CSA Group (continued from page 2)</b>	
Mark Luterek	Junior Mechanical Engineer
Jessy Lugo	Junior Mechanical Engineer
Juan Florez	Sr. CAD
Kelvin Rosario	CAD

\*3% escalation per year

<b>JFK&amp;M</b>	
Cindy Feinberg, PE	Principal-in-Charge
Paul Novak	Sr. Fire Alarm Engineer
Thomas Ribarich	Sr. Plumbing/FP Engineer

<b>Ellana Inc.</b>	
Andrew Denyer AVS	Senior Cost Manager
	Senior Estimator
	Estimator

<b>Shen Milsom Wilke</b>	
Anthony Bontomase	Partner/Principal
Robert Haddad	Associate Principal
	Sr. Associate
	Sr. Consultant
	Associate
	Consultant
	Associate Consultant
	CADD
	Staff

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

Appendix "L"

Certificate of Compliance

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

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

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

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

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

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

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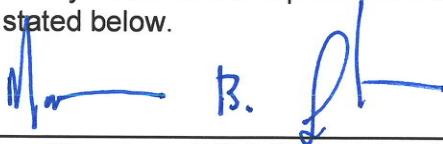
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5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

May 26, 2021

Dated



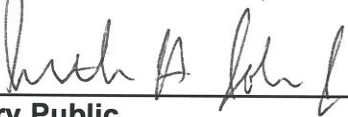
Signature of Chief Executive Officer

Marc B. Spector

Name of Chief Executive Officer

Sworn to before me this

26 day of MAY, 2021



Notary Public

ARTHUR H. JOHNSON, JR  
Notary Public - State of New York  
No. 01JC6161479  
Qualified in Nassau County  
My Commission Expires February 28, 2023

## 7. Compliance with Law.

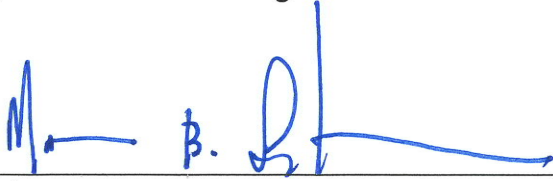
(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including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

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

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

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

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

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

Signature

Marc B. Spector, Principal

Printed Name and Title

5/26/2021

Date