

Contract ID#: H6179A-03CRDepartment: Public Works

CFPW16000038

E-184-16

CF (Capital)**CF****Contract Details**NIFS ID #: CFPW16000038 NIFS Entry Date: 7/15/16 SERVICE: Construction Management Term: from Execution to 18 mos

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

Agency Information

Vendor		County Department	
Name Gibbons, Esposito & Boyce Engineers, P.C.,	Vendor ID# 11-2688461	Department Contact Donna Boyle	
Address 50 Charles Lindbergh Blvd. Suite 503, Uniondale, NY, 11553	Contact Person Robert Ervolina	Address Department of Public Works 1194 Prospect Avenue Westbury NY, 11590	
	Phone (516)-222-4522	Phone 516-571-6817	

Routing Slip

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

PRCF1205 (12/05)

RECEIVED
NASSAU COUNTY ATTORNEY
JUL 18 2016 4:44 PM



Contract Summary

Description:	Construction Management Support Services for West Shore Road, North Phase
Purpose:	Firm to provide construction inspection and management services for construction of the last phase of this project.
Method of Procurement:	DPW followed standard Nassau County procedures for retaining professional engineering services.
Procurement History:	The Department followed Nassau County procurement procedure. Responses were evaluated by a team of Professional Engineers and the team's recommendation was forwarded and approved.
Description of General Provisions:	Consultant to supply staff to inspect the contractor performing the work required meets the contract documents.
Impact on Funding / Price Analysis:	Failure to approve this request could result in the construction not occurring.
Change in Contract from Prior Procurement:	
Recommendation: (approve as submitted)	Approve this Agreement so the County can complete this important project.

Advisement Information

BUDGET CODES	
Fund:	PW
Control:	61
Resp:	79A
Object:	
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$1,551,198.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 1,551,198.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/6179A	\$ 1,551,198.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 1,551,198.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Donna Boyle**Date: **13-July-16**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Gibbons, Espotito & Boyce Engineers, P.C.

2. Dollar amount requiring NIFA approval: \$ 1,551,198.00

Amount to be encumbered: \$ 1,551,198.00

This is a ☒ New Contract ☐ Advisement ☐ 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: 18 months

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

☐ General Fund (GEN) ☐ Grant Fund (GRT)
☒ Capital Improvement Fund (CAP) Federal % _____
☐ Other State % _____
County % _____

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

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☐ N/A

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

The County desires to improve the West Shore Road Seawall in the Village of Mill Neck. West Shore Road is a vital link connecting Villages of Bayville and Centre Island with Oyster Bay. County is very concerned about the safety of the adjacent road and its users. The existing stone rubble seawall has been in service for over 100 years and is deteriorated and falling. The stone seawall is adjacent and supports West Shore Road.

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

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

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:

Exceeds \$ 50K.

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.

Signature Rosen Pilla Title _____ Date 7/5/16

Print Name _____

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

Signature _____
Title _____
Date _____

Print Name _____

NIFA

Amount being approved by NIFA: _____

Signature	Title	Date
-----------	-------	------

Print Name _____

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.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Gibbons, Esposito & Boyce Engineers, P.C.

CONTRACTOR ADDRESS: 50 Charles Lindbergh Boulevard, Suite 503,
Uniondale, NY, 11553

FEDERAL TAX ID #: 11-2688461

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

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

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

The Contract was entered into after a written request for proposals was issued on March 11, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 15, 2016. Five (5) proposals were received and evaluated. The evaluation committee consisted of the following members of the department of Public Works: Chief Deputy Commissioner Richard Millet; Deputy Commissioner Rakhal Maitra, PE, Senior Design Engineer Donna Boyle, PE, and Building Construction Inspector John O'Dougherty. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature

7/15/10
Date

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

Exhibit A



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? If yes, to what campaign committee?

~~NO~~ NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: July 12, 2016

Vendor: Gibbons, Esposito & Boyce Engineers, P.C.

Signed:

Print Name: Robert Ervolina, P.E.

Title: Executive Vice President

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

~~Not applicable~~ NONE

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

~~Not applicable~~ NONE

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

~~Not applicable~~ NONE

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

~~Not applicable~~ **NONE**

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

~~Not applicable~~ **NONE**

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

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

~~Not applicable~~ NONE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

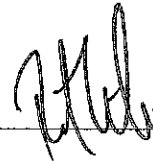
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: July 12, 2016

Signed:



Print Name:

Robert Ervolina, P.E.

Title:

Executive Vice President

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

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Robert Ervolina, P.E.
Date of birth
Home address
City/state/zip
Business address
City/state/zip Uniondale, NY 11553
Telephone
Other present address(es) N/A NONE
City/state/zip
Telephone
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / 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. See attached
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 not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO ☐; If Yes, provide details. See attached

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - 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 details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.
9. 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 details for each such investigation.
10. 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 details for each such investigation. See attached
11. 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 details for each such instance.
12. 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 details for each such year.

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.

I, Robert Ervolina, P.E., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.


Sworn to before me this 12th day of July 2016


Notary Public

ANN CARPER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6343054
Qualified In Queens County
My Commission Expires 05-31-2020

Gibbons, Esposito & Boyce Engineers, P.C.
Name of submitting business

Robert Ervolina, P.E.
Print name


Signature

Executive Vice President
Title

07 / 12 / 2016
Date

ADDITIONAL INFORMATION — PRINCIPAL QUESTIONNAIRE FORM — ROBERT ERVOLINA, P.E.

Corresponds to Question #3:

Corresponds to Question #5:

Name of entity of which you are/were a principal owner or officer

GEB/DB Joint Venture Corp.

Address

EIN/TIN

Telephone No.

Your title Principal Officer

Associated from 01/18/2013 to Present

☒ Still serving

Corresponds to Question #5

Name of entity of which you are/were a principal owner or officer

HiRise Properties Ely Ave, LLC

Address

EIN/TIN

Telephone No.

Your title Managing Member

Associated from 12/28/2009 to Present

☒ Still serving

Corresponds to Question #5

Name of entity of which you are/were a principal owner or officer

HiRise Contracting Group, Inc.

Address

EIN/TIN

Telephone No.

Your title President

Associated from 8/12/2009 to Present

☒ Still serving

Corresponds to Question #5

Name of entity of which you are/were a principal owner or officer

HiRise Engineering, P.C.

Address

EIN/TIN

Telephone No.

Your title Vice President

Associated from 01/01/2012 to Present

☒ Still serving

Corresponds to Question #5

Name of entity of which you are/were a principal owner or officer

KAG Engineering, PLLC

Address [REDACTED]

EIN/TIN [REDACTED]

Telephone No. [REDACTED]

Your title Member

Associated from 07/31/2013 to 1/01/2016

☐ Still serving

Corresponds to Question #5

Name of entity of which you are/were a principal owner or officer

HiRise Group

Address [REDACTED]

EIN/TIN [REDACTED]

Telephone No. [REDACTED]

Your title Vice President

Associated from 01/01/2015 to Present

☒ Still serving

Corresponds to Question #5

Name of entity of which you are/were a principal owner or officer

TriState Planning & Engineering, P.C.

Address [REDACTED]

EIN/TIN [REDACTED]

Telephone No. [REDACTED]

Your title Treasurer

Associated from 07/31/2013 to Present

☒ Still serving

Corresponds to Question #6:

Company

Client

HiRise Engineering, P.C.

NYSHFA

TriState Planning & Engineering, P.C.

NYSDOT

Corresponds to Question 10:

The New York State Attorney General's Office executed a search warrant on 2/18/15, for work performed by HiRise Engineering, P.C., following Superstorm Sandy. GEB Engineers and HiRise Engineering share ownership.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Joseph Celentano, P.E.
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address [REDACTED]
City/state/zip Uniondale, NY 11553
Telephone [REDACTED]
Other present address(es) N/A NONE
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 04 / 15 / 2006 Treasurer 04 / 15 / 2006
Chairman of Board / / Shareholder / /
Chief Exec. Officer 04 / 15 / 2006 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. See attached
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 not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO ☐; If Yes, provide details. See attached

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

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - 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 details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.
9. 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 details for each such investigation.
See attached
10. 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 details for each such investigation.
See attached
11. 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 details for each such instance.
12. 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 details for each such year.

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.

I, Joseph Celentano, P.E., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

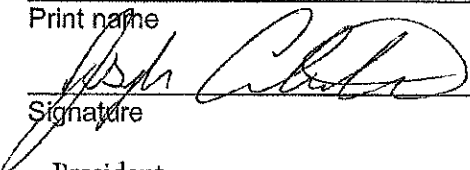
Sworn to before me this 12th day of July 2016


Notary Public

ANN CARPER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6343054
Qualified In Queens County
My Commission Expires 05-31-2020

Gibbons, Esposito & Boyce Engineers, P.C.
Name of submitting business

Joseph Celentano, P.E.
Print name


Signature

President
Title

07 / 12 / 2016
Date

ADDITIONAL INFORMATION — PRINCIPAL QUESTIONNAIRE FORM — JOSEPH CELENTANO, P.E.

Corresponds to Question #3:

[REDACTED]

Corresponds to Question #5:

Name of entity of which you are/were a principal owner or officer

KAG Engineering, PLLC

Address [REDACTED]

EIN/TIN [REDACTED]

Telephone No. [REDACTED]

Your title Member

Associated from 07/31/2013 to 1/01/2016

☐ Still serving

Name of entity of which you are/were a principal owner or officer

HiRise Properties Ely Ave, LLC

Address [REDACTED]

EIN/TIN [REDACTED]

Telephone No. [REDACTED]

Your title Managing Member

Associated from 12/28/2009 to Present

☒ Still serving

Name of entity of which you are/were a principal owner or officer

HiRise Contracting Group, Inc.

Address [REDACTED]

EIN/TIN [REDACTED]

Telephone No. [REDACTED]

Your title Vice President

Associated from 8/12/2009 to Present

☒ Still serving

Name of entity of which you are/were a principal owner or officer

HiRise Engineering, P.C.

Address [REDACTED]

EIN/TIN [REDACTED]

Telephone No. [REDACTED]

Your title President

Associated from 01/01/2012 to Present

☒ Still serving

Name of entity of which you are/were a principal owner or officer

HiRise Group

Address [REDACTED]

EIN/TIN [REDACTED]

Telephone No. [REDACTED]

Your title President

Associated from 11/08/2006 to Present ☒ Still serving

Name of entity of which you are/were a principal owner or officer

Celentano & Son, LLC

Address [REDACTED]

EIN/TIN [REDACTED]

Telephone No. [REDACTED]

Your title President

Associated from 05/01/2013 to Present ☒ Still serving

Name of entity of which you are/were a principal owner or officer

TriState Planning & Engineering, P.C.

Address [REDACTED]

EIN/TIN [REDACTED]

Telephone No. [REDACTED]

Your title Vice President

Associated from 07/31/2013 to Present ☒ Still serving

Name of entity of which you are/were a principal owner or officer

Land Design Associates Consulting Group

Address [REDACTED]

EIN/TIN [REDACTED]

Telephone No. [REDACTED]

Your title Principal

Associated from 12/31/2001 to Present ☒ Still serving

Corresponds to Question #6:

Company	Client
HiRise Engineering, P.C.	NYSHFA
TriState Planning & Engineering, P.C.	NYSDOT

Corresponds to Question 9:

The New York State Attorney General's Office executed a search warrant on 2/18/15, for work performed by HiRise Engineering, P.C., following Superstorm Sandy. GEB Engineers and HiRise Engineering share ownership.

Corresponds to Question 10:

The New York State Attorney General's Office executed a search warrant on 2/18/15, for work performed by HiRise Engineering, P.C., following Superstorm Sandy. GEB Engineers and HiRise Engineering share ownership.

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: July 12, 2016

1) Proposer's Legal Name: Gibbons, Esposito & Boyce Engineers, P.C.

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

~~N/A~~ NONE

3) Mailing Address (if different): N/A NOT

Phone : [REDACTED]

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: XXXXXXXXXX

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
 Yes ☒ No ☐ If Yes, please provide details: Shares office space and equipment with HiRise Engineering, P.C.

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☒ No ☐ If Yes, provide details. GEB is not a subsidiary or controlled by any other business, however, the Principal Owners do own more than 50% of: HiRise Engineering, P.C., HiRise Properties Ely Avenue, LLC, HiRise Contracting Group, Inc, and HiRise Group.
- 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. The New York State Attorney General's Office executed a search warrant on 2/18/15, for work performed by HiRise Engineering, P.C. following Superstorm Sandy. GEB Engineers and HiRise Engineering share ownership.
- 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. The New York State Attorney General's Office executed a search warrant on 2/18/15, for work performed by HiRise Engineering, P.C., following Superstorm Sandy. GEB Engineers and HiRise Engineering share ownership.
- 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 charge. _____
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- 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 conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No ☒ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No ☒ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No ☒; If Yes, provide details for each such instance. _____

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

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists _____

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists _____

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists _____

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

IF A CONFLICT IS IDENTIFIED WE WILL IMMEDIATELY CONTACT
NASSAU COUNTY DPW FOR GUIDANCE.

- 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm; See attached for Ai-Aviii
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 40 years (which includes predecessor company)
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- 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 Nassau County Department of Public Works

Contact Person Richard Iadevaio, Jr., Superintendent of Highways & Drainage

Address [REDACTED]

City/State Westbury, New York

Telephone [REDACTED]

Fax #

E-Mail Address [REDACTED]

[REDACTED]

Company SUNY Old Westbury

Contact Person Steve Griffith, Facilities Project Coordinator

Address [REDACTED]

City/State Old Westbury, New York

Telephone [REDACTED]

Fax #

E-Mail Address [REDACTED]

Company New York State Department of Transportation, Region 10

Contact Person Brett Garver

Address [REDACTED]

City/State Hauppauge, New York

Telephone [REDACTED]

Fax #

E-Mail Address

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.

I, Robert Ervolina, P.E., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12th day of July

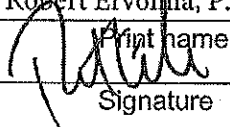
2016


Notary Public

ANN CARPER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6343054
Qualified In Queens County
My Commission Expires 05-31-2020

Name of submitting business: Gibbons, Esposito & Boyce Engineers, P.C.

By: Robert Ervolina, P.E.


Signature

Executive Vice President
Title


07 / 12 / 2016
Date

ADDITIONAL INFORMATION -- BUSINESS HISTORY FORM

Corresponds to Question #A1-Aviii:

- i. 5/03/1984
- ii. Joseph Celentano, P.E. | [REDACTED]
Robert Ervolina, P.E. | [REDACTED]
- iii. Same as above
- iv. New York
- v. 42
- vi. \$8.5 million
- vii. 40+ years in business (including predecessor company)
Project have been given awards from following agencies:
NYS DOT
ACEC
ASCE
NYSSPE
- viii. See below:

GEB Certificate of Authorization

Verification Searches
The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.
Business Entity Information *
07/12/2016
Name : GIBBONS ESPOSITO & BOYCE ENGINEERS PC Street Address : [REDACTED]
Business Entity : Professional Service Corporation PSC # : 017053 Initial Filing Date : 05/03/84 Current through : 04/30/18
Certificate of Authorization to provide Professional Engineering Services in New York State : YES CERT# 0012451 EXPIRES 08/18
Officers, Directors, Shareholders : Click on license number link to the left of professional's name for detailed information. 16 067235 CELENTANO JOSEPH ROY - 16 081343 ERVOLINA ROBERT JOHN -
* Use of this online verification service signifies that you have read and agree to the terms and conditions of use . See HELP glossary for further explanations of terms used on this page.
<ul style="list-style-type: none">• Use your browser's back key to return to establishment list.• You may search to see if there has been recent disciplinary action against this registered establishment.


Joseph Celentano, P.E. and Robert Ervolina, P.E. - Professional Engineer Verifications

Verification Searches

The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

License Information *

07/12/2016

Name : CELENTANO JOSEPH ROY
Address : [REDACTED]
Profession : PROFESSIONAL ENGINEERING
License No: 067235
Date of Licensure : 08/09/90
Additional Qualification :
Status : REGISTERED
Registered through last day of : 08/17

* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

- * Use your browser's back key to return to licensee list.
- * You may search to see if there has been recent disciplinary action against this licensee.
- * Note: The Board of Regents does not discipline physicians (medicine), physician assistants, or specialist assistants. The status of individuals in these professions may be impacted by information provided by the NYS Department of Health. To search for the latest discipline actions against individuals in these professions, please check the New York State Department of Health's [Office of Professional Medical Conduct](#) homepage.



Verification Searches

The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

License Information *

07/12/2016

Name : ERVOLINA ROBERT JOHN
Address : [REDACTED]
Profession : PROFESSIONAL ENGINEERING
License No: 081343
Date of Licensure : 10/23/03
Additional Qualification :
Status : REGISTERED
Registered through last day of : 07/18

* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

- * Use your browser's back key to return to licensee list.
- * You may search to see if there has been recent disciplinary action against this licensee.
- * Note: The Board of Regents does not discipline physicians (medicine), physician assistants, or specialist assistants. The status of individuals in these professions may be impacted by information provided by the NYS Department of Health. To search for the latest discipline actions against individuals in these professions, please check the New York State Department of Health's [Office of Professional Medical Conduct](#) homepage.



COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Gibbons, Esposito & Boyce Engineers, P.C.

Address: [REDACTED]

City, State and Zip Code: Uniondale, NY 11553

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

3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (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):

Joseph Celentano, P.E. | [REDACTED]

Robert Ervolina, P.E. | [REDACTED]

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.

Joseph Celentano, P.E. | [REDACTED]

Robert Ervolina, P.E. | [REDACTED]

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

GEB/DB Joint Venture Corp.	TriState Planning & Engineering, P.C.
HiRise Engineering, P.C.	
HiRise Properties Ely Ave, LLC	Relationship for all - shared ownership
HiRise Contracting Group, Inc.	* only TriState Planning & Engineering, P.C. will participate in this contract - see attached disclosure forms
HiRise Group	

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.

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

~~Not applicable~~ NONE

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

~~Not applicable~~ *NONE*

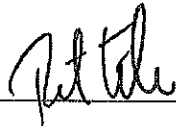
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

~~Not applicable~~ *NONE*

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.

Dated: July 12, 2016

Signed: 

Print Name: Robert Ervolina, P.E.

Title: Executive Vice President

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

COUNTY OF NASSAU

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

1. Name of the Entity: TriState Planning & Engineering, P.C.

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

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

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co Closely Held Corp PC Other (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):

Shavawn M. Lockhart, [REDACTED]

Joseph R. Celentano, [REDACTED]

Robert J. Ervolina, [REDACTED]

Diana Villacis-Velez, [REDACTED]

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.

Shavawn M. Lockhart, [REDACTED]

Joseph R. Celentano, [REDACTED]

Robert J. Ervolina, [REDACTED]

Diana Villacis-Velez, [REDACTED]

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

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.

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

NONE

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

~~N/A~~ NONE

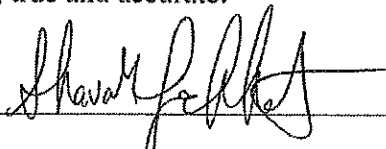
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

~~N/A~~ NONE

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.

Dated: July 12, 2016

Signed: 

Print Name: Shavawn M. Lockhart

Title: President, TSPE

Page 4 of 4

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.



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

~~N/A~~ NONE

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

~~N/A~~ NONE

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

~~N/A~~ NONE

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

~~N/A~~ **NONE**

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

~~N/A~~ **NONE**

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

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

~~N/A~~ NONE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: July 12, 2016

Signed:



Print Name:

Shavawn M. Lockhart

Title:

President, TSPE

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.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 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 Gibbons, Esposito & Boyce Engineers, P.C., having its principal office at 50 Charles Lindbergh Blvd., Suite 503, Uniondale, NY, 11553. (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 18 months from 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 one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by 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.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of Construction Management Services: Civil/Site Construction Group. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Appendix "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the 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 Appendix "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) Other 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 Appendix "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, five hundred fifty one thousand, one hundred ninety eight dollars and zero cents, (\$1,551,198.00).

(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 "A", "B" and "EE", and Exhibit "M" 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 coverage. 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 coverage 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 laws provisions thereof.

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

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred and thirty three dollars (\$533) 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 venture 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 venture hereunder.

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

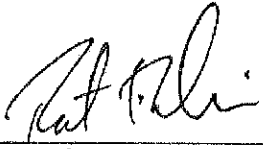
22. Executory Clause. Notwithstanding any other provision of this Agreement:

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

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

{Remainder of page intentionally lefty blank}

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

By: 
Name: ROBERT ERVOLINA
Title: EXECUTIVE VICE PRESIDENT
Date: 7-12-2016

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

(STATE OF NEW YORK)

ss.:

(COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

(STATE OF NEW YORK)

ss.:

(COUNTY OF NASSAU)

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

NOTARY PUBLIC

APPENDIX "A"

SCOPE OF SERVICES

The County requires the Construction Management / Resident Engineering service (REI) for Construction of North Phase. The scope of services to be performed is summarized below.

1.0 Construction Phase Services

1.1 Commencement and Duration – The Construction of North Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of that work included in North Phase in its entirety by the County. Total construction phase is scheduled for 18 months.

1.2 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the users. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

1.3 Site Conditions – As portions of the work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County and the Engineer those conditions which differ substantially from the information contained in the Construction Documents. Special attention shall be paid to the Contractor's conformance with the various permits applicable to this project. Collaboration among the County and Engineer will be required to ensure that all permit conditions are met and modifications to the Contract Documents are agreed upon, as needed.

1.4 Quality Assurance – The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of CC with respect to conformance to the Construction Documents. The CM shall provide and use necessary equipment for testing concrete (slump, air, etc.) and shall be responsible for acceptance of all materials in place. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing to be performed by Nassau County Laboratory and controlled inspection by county staff with the Work of the CC. The CM shall promptly notify the County, Engineer and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall implement correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

1.5 Monitor Progress – Inspect and Monitor the progress of the CC's work and prepare written daily reports by RE and Inspector's daily reports (IDR) documenting the type and location of work performed, each contractor's labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC contract, to ensure that the CC workforce is sufficient and the Work is being diligently prosecuted in strict compliance with the contract documents.

1.6 Documentation – Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.), approval of subcontractors and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, and requests for information, supplementary bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CC submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the Engineer for review and approval; within 48 hours of receipt by CM of the CC's submittals. The CM shall return submittals to the CC within 24 hours of receipt from the Engineer, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, maintenance manuals, spare parts and attic stock, if any provided by the CC.

1.7 Payments to CC: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. CM shall use CEES program (NYSDOT) and cost loaded CPM Schedule to correlate CC payment requests with the progress of the Work, and take into account any deficiencies in the Work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. In addition, the CM shall track payments to the CC thru CEES Program (NYSDOT) and maintain construction documents accordingly.

1.8 Meetings – schedule and conduct regular weekly meetings with the CC, the Engineer, the County, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related to the Project. The CM shall also attend weekly meetings with the County and/or the Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

1.9 Reporting – The CM shall prepare monthly written progress reports and deliver electronically to the County PM. Such reports shall include the following information:

- A. Executive Summary
- B. Progress Narrative - supported by photographs and the project schedule updated to show progress
- C. Issues Report – Report on all critical and important issues, which require the attention of the County
- D. Change Orders – log the status of change orders (e.g., potential, proposed, pending, processed)
- E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Milestone(s) achieved during the Reporting Period.
- G. Description of Gain or Delay in schedule, proposal for recovery, as needed.
- H. Attachments – attach CPM Schedule, photographs, logs, reports, etc. which are germane to the Issues Report.
- I. Critical issues pertinent to the project.

1.10 - Safety – The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC, and the designated Nassau County Project Manager. The CM shall verify and approve CC's means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the work of the CC, however these are solely the

CCs' responsibility. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. CM's effort shall include the following:

- A. The CM will review the CC's Health and safety plans and program and inform in writing the Department's Project manager of its adequacy.
- B. CM's Safety Officer shall visit the site once a month, review the working conditions with the CC's designated site safety representative and provide a written report to NCDPW (copying the contractor and other project participants) within 24 hours of the field visit. The report shall identify any and all short comings and will follow up on any reported incidents.
- C. CM shall attend CC's toolbox mtgs. to verify that these are being held and ensure that the CC adequately documents attendance. A copy of the toolbox meeting agenda and sign in will be kept for the Project record.
- D. In the event of an accident the CM shall submit to the Department within 24 hours a preliminary report and a final report within two weeks. The final report will include additional safety measures to help prevent reoccurrence.
- E. CM's safety reports shall be reviewed and discussed at all jobsite progress meetings. Discussion shall focus on correction of any deficiencies as well as safety during upcoming work on the look-ahead schedule.
- F. Administer CC's compliance with safety training requirements and ensure site safety orientation is provided for all construction workers employed on the project.

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

1.12 Scheduling - The CM shall evaluate the Master Construction Schedule prepared by the CC. This schedule will be prepared using the critical path method; broken down in sufficient detail to be useful for monitoring progress, delay analysis and administering the CC's contract provisions. The CM shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such request. Compile 2 week look-ahead schedules from the Master Schedule and augment same with detail provided by the CC's. Evaluate CC's schedule monthly updates and changes that reflect impact to the critical path and completion milestones. Evaluate and advise CCs recovery schedule as needed with final acceptance by the County. CM shall be responsible for the verification of logic, duration and completeness of schedule prior to acceptance. If so required, CM will be pro-active in preparing the delay analysis, including an assignment of responsibility for delay, and advising a recovery schedule to the CC. CM will ensure CC's cost loaded CPM Schedule is properly reflected in monthly invoices and will certify invoices accordingly.

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

the schedule that would warrant a revision to the cash flow forecast.

2.0 Post-Construction Phase Services

2.1 Contract Closeout - Conduct final inspections of the completed project with the County and assist the Engineer, who will prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. If the project phase will be completed in sections then multiple final inspections may be needed. Compile project record documents collected during the construction phase. Review the as built drawings provided by the contractors and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Engineer for the preparation of record drawings. Contract closeout is scheduled to be completed in 2 months following the completion of the construction.

2.2 Claims and Disputed Work - The CM shall promptly review CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Engineer for interpretation. Confer with the Engineer, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Engineer's determination, where applicable.

3.0 Additional Services

3.1 Extended Construction and/or Post Construction Phase Services: The CM shall provide hourly rates and multiplier for all staff assigned to the project. The multiplied hourly rates shall include all costs, including overhead and profit. These rates shall be the sole basis for additional compensation for extended construction and/or post construction phase staffing services.

APPENDIX "B"

PAYMENT SCHEDULE

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

A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed One million, one hundred ninety three thousand, two hundred twenty nine dollars and twenty eight cents, (\$1,193,229.28). The Firm shall be compensated for such services by an amount equal to (2.1) times the actual approved salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

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 Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a maximum multiplier of two and one hundredths (2.10).

B. Subconsultants and Special Consultants

Subconsultants 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 Subconsultant 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 Subconsultant 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

C. REIMBURABLE EXPENSES

1. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.

2. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with the Agreement. 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 and shall be payable as part of the "Payment Schedule". Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and fifty dollars (\$150.00)

D. ALLOWANCE (All work performed under this must be approved by the Department, prior to the cost being incurred,)

1. All Firms shall include a reimbursable allowance of \$100,000.00

E. EXTRA SERVICE -- For any additional services to be paid on actual salaries, the firm shall be compensated for such extra services by an amount equal to (insert multiplier) times the actual approved salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance and any and all fringe benefits

F. 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, one hundred ninety three thousand, two hundred twenty nine dollars and twenty eight cents, (\$1,193,229.28).

Appendix "EE" Equal Employment Opportunities for Minorities and Women

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

The 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, upgradings, 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, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the 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 Subconsultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subconsultants 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 Subconsultants so that, to the greatest extent

feasible, all Subconsultants will be approved prior to commencement of work. Any additions or changes to the list of Subconsultants 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 Subconsultant 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 Subconsultant 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 arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subconsultant and shall complete all forms provided by the Executive Director or the Department Head relating to Subconsultant 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 Subconsultants 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 Subconsultant 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 Subconsultants 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 Subconsultant.

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 Subconsultants. 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 Subconsultants 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 Subconsultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subconsultants 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 Subconsultants 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 "Subconsultant" 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. Subconsultant 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. Subconsultant 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 Subconsultants 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.

EXHIBIT "M" Gibbons, Esposito & Boyce Engineers, PC Monitoring Requirements

G.E.B. has been deemed a responsible potential best-value bidder on "Improvements West Shore Road Seawall, North Phase, Capital Project 6179A, Agreement H6179A-03CMR subject to strict compliance with the following conditions:

- A. Imposition, at the sole expense of G.E.B., of an Independent Quality Control and Quality Assurance Monitorship Agreement in a form approvable by the Department of Public Works, in the Department's sole discretion. Such approval shall not be unreasonably withheld. All fees, costs and expenses of the implementation of the Monitorship Agreement shall be borne by GEB and the Monitorship Agreement shall be at no cost to the County.
- B. The Monitorship Agreement shall detail the actions to be performed by an Independent Monitor who shall have appropriate experience and expertise in construction inspection, quality control, quality assurance, and monitorship activities. The Monitor shall be approved by the Department. Such Independent Monitor's duties shall include, but not be limited to:
 - Performing hands-on, active worksite presence to ensure and certify that all staff members employed by G.E.B. are properly fulfilling their project responsibilities as per the County's requirements and guidelines with utmost integrity and a high-level of professional accuracy.
 - Confirming that the Monitor is a qualified licensed Professional Engineer (P.E.) in the State of New York.
 - Ensuring that the Monitorship shall be provided at least twenty hours a week,
 - Requiring that the Monitorship must either be conducted by the licensed Monitor personally, or conducted in conjunction with an appropriately experienced engineer inspector under the direction of the licensed P.E. Monitor ("Assistant Monitor"). Requiring further, that the Monitor must submit for approval of the Department a monitoring work plan which ensures that the licensed P.E. Monitor personally visits the project site no less than twice a week and invests sufficient direct hours to ensure direct and meaningful P.E.-licensed oversight of the project and the non-P.E.licensed Assistant Monitor.
 - Providing additional quality control and quality assurance testing and controls to provide additional reliability and accuracy assurance.
 - Monitoring inspection performance throughout all phases of performance of the Contracts. During such monitoring, the Independent Monitor shall have the authority to halt work operations in the *event* a significant construction quality issue is found.

- Reporting on all findings and actions taken by the Independent Monitor and G.E.B. to ensure the highest level of construction inspection services on the Contracts.
- C. If G.E.B. is awarded this agreement, the Independent Monitor will oversee performance on the project, for the entire duration of any such contract awarded and any extensions thereto. However, the Department reserves the right to modify this condition, its scope, or duration at a future point in time if the Department, in its sole discretion, determines that it is in the best interest of the County to do so.
- D. The Department shall receive copies of the monitoring reports produced by the Independent Monitor, the first of which shall be due no later than 30 days after the project under this agreement begins, and every 30 days thereafter.
- E. Due to their being owners and managers of both G.E.B. and HiRise during the time the flood inspections under investigation were conducted, G.E.B. President Joseph Celentano and Vice President Robert Ervolina shall be screened away from and not be involved in the supervision, direction and day-to-day operations of the work on the pending Agreement. However, as President of G.E.B. Mr. Celentano shall still be responsible for overall performance of the contract. Further, any individuals involved in HiRise at that time of the Superstorm Sandy flood inspections shall have no involvement with the Pending Agreement.
- F. G.E.B. shall offer new equally-qualified project managers to be assigned to the to replace that role previously submitted as being planned for Mr. Ervolina. The new offered Project Managers shall subject to the Department's approval in its sole discretion. Such Project Managers shall closely coordinate with the Independent Monitor and the Departments Civil Engineer/Project Manager on the project.
- G. G.E.B. shall not use any procedure or practice which allows any individual to place a signature for, or on behalf of, any other individual on any work connected in any way to the Department project. For these purposes "signature" shall mean: any ink signature; electronic pen or other 'electronic signature'; input of a password or passcode; or placement of any kind of image, stamp or other representation of approval, authorization, or any other substitute for a signature. This restriction shall apply, even if one individual seeks to authorize or has previously authorized to such "signature" by another individual on his/her behalf.
- H. G.E.B. shall at all times follow Department record-keeping requirements and guidelines, and shall maintain full, accurate and readily auditable records for all work performed on the project.
- I. G.E.B. understands and agrees that it has an affirmative duty to quickly and

timely report any new significant information or material change in circumstances related to any matters related to any pending investigations or litigation in connection with the Super Storm Sandy flood inspections, which may arise in the future.

J. G.E.B. shall comply with all laws, rules, and regulations and all other terms of the contract.

K. G.E.B. understands and agrees that the Department reserves, in the Department's sole discretion, the right to rescind or amend this determination without penalty or costs, in the event G.E.B. is placed on the Federal Excluded Parties Lists Service; maintained by the U.S. General Services Administration Or otherwise suspended or debarred by any federal or state agency.

L. G.E.B. understands and agrees that the Department reserves, in the Department's sole discretion, the right to amend or rescind this determination if HiRise is indicted, charged, or convicted, of any crime, or violation of any federal or state false claim act as a result of and state or federal governmental agency's investigation.

M. G.E.B. understands and agrees that a breach of any condition of the Monitorship Agreement or any material actions or new circumstance calling into question G.E.B.'s integrity or compliance with any laws, rules or regulations shall be a breach of any contract awarded subject to the Monitorship Agreement and shall support a termination of the Contracts without further review.

REQUEST TO INITIATE

RTI Number _____

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: Improvement of West Shore Road Seawall, North Phase, Mill NeckDepartment: Public Works Project Manager: Donna Boyle Date: 13-April-16Service Requested: Agreement for Construction Inspection and Management

Justification: Final section of the seawall work required to replace the existing 100 plus year old seawall that supports this vital arterial connecting the Villages of Bayville and Oyster Bay, is scheduled for construction. This agreement will provide for the Construction Inspection and management.

Requested by: Civil/Site Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$ 1,551,198.00
Circle appropriate phaseTotal Project Cost: 30 M Date Start Work: Oct-16 Duration: 554 days
Includes, design, construction and CM Phase being requested Phase being requestedCapital Funding Approval: YES ☐ NO ☐
SIGNATURE _____ DATE _____Funding Allocation (Capital ☐ project): _____
See Attached Sheet if multiyearNIFS Entered: _____ DATE _____ AIM Entered: _____ DATE _____
SIGNATURE SIGNATUREFunding Code: _____ Timesheet Code: _____
use this on all encumbrances use this on timesheetsState Environmental ☐ Quality Review Act (SEQRA): ☐
Type II Action ☒ or, Environmental Assessment Form Required
Supplemental Environmental DocumentationDepartment Head Approval: YES ☐ NO ☐
SIGNATURE _____DCE/Ops Approval: YES ☐ NO ☐
SIGNATURE _____

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

Vendor Quote Comment See Attached Sheet ☐

1. _____

2. _____

3. _____

4. _____

DCE/Ops Approval: YES NO Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Deputy County Executive

FROM: Department of Public Works

DATE: July 14, 2016

SUBJECT: Recommendation to Engage Consultant Services
Construction Management Support Services for West Shore Road, North Phase
Capital project 6179A; Agreement H6179A-03CR.

The County desires to improve the West Shore Road Seawall in the Inc. Village of Mill Neck. West Shore Road is a vital link connecting Inc. Villages of Bayville and Centre Island with Oyster Bay. County is very concerned about the safety of the adjacent road and its users. The existing stone rubble seawall has been in service for over 100 years and is deteriorated and failing. The stone seawall is adjacent and supports West Shore Road.

A "Request for Proposals" was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposals was posted on the County's website and advertised in *Newsday*.

In accordance with County Executive Order Number 1-1993 and the Board of Supervisor's Resolution 928-1993, we have evaluated proposals from six (6) engineering firms who submitted qualifications in response to the Departments request for proposals in support of this work. A review team consisting of Chief Deputy Commissioner Richard P. Millet; Deputy Commissioner Rakhal Maitra, P.E.; Senior Design Engineer Donna Boyle, P.E.; and Building Construction Inspector John O'Dougherty performed the evaluations. At the completion of the review, the following technical ranking was established:

<u>FIRM</u> <u>NAME</u>	<u>TECH.</u> <u>RANK</u>	<u>TECH.</u> <u>RANKING</u>	<u>COST PROPOSAL</u>
Gibbons, Esposito & Boyce Engineers, P.C. (GEB)	1	90.75	\$1,193,229.28
HAKS Engineers, Architects and Land Surveyors, P.C (HAKS)	2	87.75	\$1,475,259.60
Sidney B. Bowne & Son, LLP (Bowne)*	3	80.00	\$1,427,383.30
Lockwood, Kessler & Bartlett, Inc. (LKB)*	3	79.50	\$1,442,855.00
Hardesty & Hanover Construction Services, LLC (H&H)	5	74.00	\$1,513,315.84
Schneider Engineering, PLC**			\$1,370,000.00

*Firms within one point five (1.5) points of each other are considered tied as per County Process.

**Proposal considered non-responsive.



Office of the County Executive

Att: Richard R. Walker, Deputy County Executive

July 14, 2016

Page Two

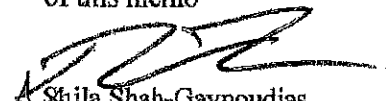
SUBJECT: Recommendation to Engage Consultant Services
Construction Management Support Services for West Shore Road, North Phase
Capital project 6179A; Agreement H6179A-03CR

As evidenced by the table above, the proposal from GEB received the highest technical rating while also having the lowest proposed CM base fee, requiring no further clarification as a basis for selection. **Accordingly, in our professional judgment, the proposal submitted by GEB, having the highest technical rating and proposing the lowest CM base fee, \$1,193,229.28, represents the best value to the County.**

The Department proposes entering into a Contract with GEB for \$1,551,198, which includes a 30% contingency. The funding for these professional services is available under Capital Project 6179A.

In accordance with the procedural guidelines, CSEA will be notified of this proposed agreement.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo


Shila Shah-Gavoudias
Commissioner

SSG:RM:las

c: Richard P. Millet, Chief Deputy Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Donna Boyle, Civil Engineer III
John O'Dougherty, Building Construction Inspector III

APPROVED:

DISAPPROVED:


Richard R. Walker
Chief Deputy County Executive
Date 7/14/16

Richard R. Walker
Chief Deputy County Executive
Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works


DATE: July 15, 2016

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract/Agreement Number: H6179A-03CR
Project Number: 6179A

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

1. DPW plans to recommend a contract/agreement for the following services:
Construction Management Support Services for West Shore Road, North Phase.
2. The work involves the following:
Supplying Construction Inspection and management staff to ensure the Contractor complies with all contract documents.
3. An estimate of the cost is: \$1,551,198.00
4. An estimate of the duration is: Eighteen (18) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:WSN:ac

- c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II
Donna Boyle, Civil Engineer III



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 or 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.

Robert Ervolina, P.E., Executive Vice President

Name and Title of Authorized Representative

m/d/yy

Signature

07/12/2016

Date

Gibbons, Esposito & Boyce Engineers, P.C.

Name of Organization

Address of Organization

Instructions for Certification

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
7/14/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KRON ASSOCIATES INC 2083 Jericho Tpke East Northport, NY 11731	CONTACT NAME:	
	PHONE (A/C No. Ext): 631-462-9040 FAX (A/C No.): 631-462-9098 E-MAIL ADDRESS: kronassoc@aol.com	
INSURED Gibbons, Esposito & Boyce Engineers P.C. 50 Charles Lindbergh Blvd, Ste 503 Uniondale, NY 11553	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers	25658
	INSURER B: CNA/Continental Ins. Co.	35289
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	680-0H991001	04/05/2016	03/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-0H99206A	04/05/2016	03/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-0H993043	04/05/2016	03/15/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	XN-UB-4573T47-0-16	03/15/2016	03/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab. Architects & Engineers			591894264	10/26/2015	10/26/2016	\$2,000,000 Wrongful Act \$4,000,000 Aggregate \$100,000 Retention

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

Certificate Holder is included as an additional insured under the general liability coverage with respects to the work performed by the named insured per written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gibbons Esposito Boyce Engineers Pc

TD BANK
AMERICA'S MOST CONVENIENT BANK

10793

1-1367/280

449

① CHECK AMOUNT

7/13/2016

PAY TO THE
ORDER OF Nassau County Treasurer

\$ **533.00

Five Hundred Thirty-Three and 00/100*****

DOLLARS

Nassau County Treasurer
240 Old Country Road
Mineola N.Y. 11501

MEMO

AUTHORIZED SIGNATURE

Gibbons Esposito Boyce Engineers Pc

10793

Date	Type	Reference	Original Amt.	Balance Due	7/13/2016 Discount	Payment
7/13/2016	Bill		533.00	533.00		533.00
					Check Amount	533.00

FR

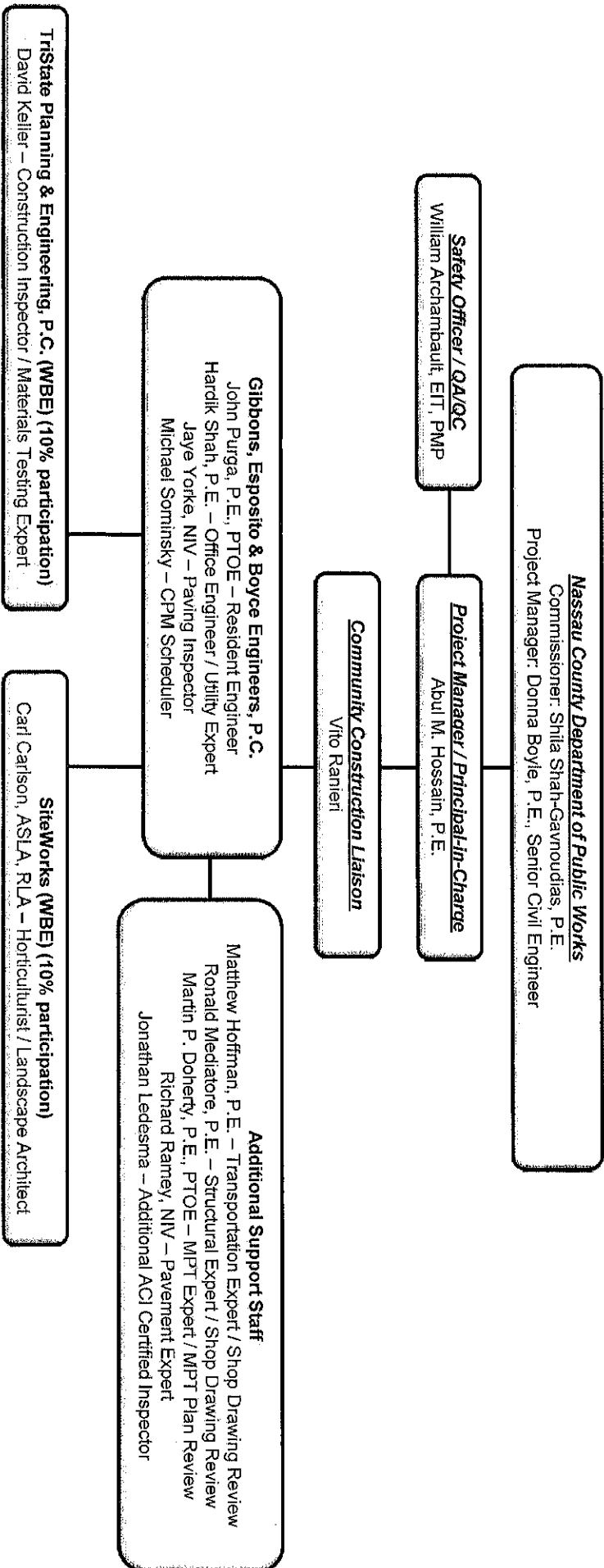
Cash - TD Bank New

533.00



Organization Chart

Professional Construction Management Services
Improvements to Seawall along West Shore Road – North Phase
Village of Mill Neck, Town of Oyster Bay, New York
RFP #PW-H6179A-03CM | Capital Project 6179A



* Changes due to Exhibit M