

**CF (Capital)****F-224CF****Contract Details**SERVICE: Detailed Design ServicesNIFS ID #: CFPW16000042 NIFS Entry Date: 8/31/16 Term: from Execution to 12/31/2020

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Gannett Fleming Engineers and Architects, P.C.	Vendor ID# 522151596
Address 100 Crossways Park West Suite 300 Woodbury, NY 11797	Contact Person Fotios Papamichael, P.E. Phone (516) 364-4140

County Department
Department Contact Damon W. Urso
Address 3340 Merrick Rd Wantagh NY 11973
Phone (516) 571-7508

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	8/31/16	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	8/31/16	<i>[Signature]</i>	
9/1/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	9/1/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
9/15/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	9/15/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
9/15/16	County Attorney	CA Approval as to form <input type="checkbox"/>	9/15/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
9/16/16	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"/>	9/16/16	<i>[Signature]</i>	

RECEIVED
SEP 20 P 11:55
CLERK OF THE LEGISLATURE
STATE OF NEW YORK

Contract Summary

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

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

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

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

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

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

Change in Contract from Prior Procurement: n/a.

Recommendation: Approve as submitted

Advisement Information

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

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

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

RENEWAL	
% Increase	
% Decrease	

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

Date:
6/6/16

Document Prepared By:		6/8/16
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	<i>(For Office Use Only)</i> E #:



Nassau County Interim Finance Authority

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

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

2. Dollar amount requiring NIFA approval: \$ 859,300

Amount to be encumbered: \$ 859,300

1A 8/21

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: Fourty Eight(48) Months

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

If yes, please explain: _____

4. Funding Source:

☐ General Fund (GEN)

☐ Capital Improvement Fund (CAP)

☐ Other

☒ Grant Fund (GRT)

Federal % 100

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:

Professional design and design construction services for mitigation measures to protect the site and the STP from future flood surges. The flood proofing measures (presently under construction) for the perimeter of the Bay Park site consist of a combination of earthen berms, flood walls and flood doors with a top elevation of 18.25'. As a secondary level of protection, it is proposed to storm harden critical facilities, structures, and process mechanical equipment necessary for the continued operation of the plant. Accordingly, this project will prepare design documents that will address the hardening of such critical "Tier 1" infrastructures as identified the RFP.

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 \$50 K.

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.

Roseann Delle 9/15/14
Signature Title Date

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: Gannett Fleming Engineers and Architects, P.C

CONTRACTOR ADDRESS: 100 Crossways Park W, Suite 300 Woodbury NY 11797

FEDERAL TAX ID #: 52-2151596

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

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

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

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

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

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

The contract was originally executed by Nassau County on _____ [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.

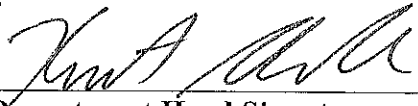
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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. X 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.

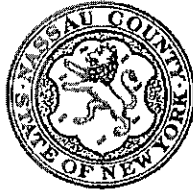


Department Head Signature
8/31/11

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.


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.

Vendor: Gannett Fleming Engineers and Architects, PC

Dated: July 12, 2016

Signed: 

Print Name: Stephen Hadjiyane

Title: 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.

Gannett Fleming Engineers and Architects, PC is not a lobbyist/lobbying organization.

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

No.

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

None.

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

None, although Gannett Fleming submits proposals in response to Nassau County RFPs
and performs engineering services under duly issued contracts.

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

Gannett Fleming does not provide lobbying services.

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?

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: 07/12/2016

Signed:



Print Name:

Stephen Hadjiyane

Title:

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name James R. Laurita

Date of birth [REDACTED]

Home address [REDACTED]

City/state/zip [REDACTED]

Business address Two Penn Plaza, Suite 552, 380 Seventh Avenue

City/state/zip New York, NY

Telephone 212-967-9833

Other present address(es) _____

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 12 / 31 / 2009 Treasurer _____

Chairman of Board 01 / 03 / 2014 Shareholder 12 / 31 / 2009

Chief Exec. Officer _____ Secretary _____

Chief Financial Officer _____ Partner _____

Vice President _____

(Other) _____

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

YES X NO ____ If Yes, provide details. **James R. Laurita owns 34%, John W. Kovacs owns 33% and Harry T. Osborne owns 33%.**

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 X 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 X NO ____; If Yes, provide details. **Please see Attachment 1.**

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

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.

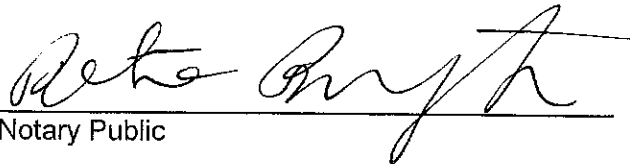
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for 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 X 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 X If Yes; provide details for each such investigation.
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 X 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 X 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, James R. Laurita, 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 10th day of August 2016


Notary Public

PETER BONINGTON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01806326683
Qualified in New York County
My Commission Expires June 22, 2019

Gannett Fleming Engineers and Architects, PC

Name of submitting business

James R. Laurita

Print name


Signature

Chairman

Title

8 / 10 / 2016
Date

Principal Questionnaire Form - Attachment 1

In the past 3 years, the individuals listed below have acted as principal owners or officers of the respective organizations:

Name	Company	Title
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Director
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Chairman
Laurita, James R	Gannett Fleming Engineers and Architects, PC	President
Laurita, James R	Gannett Fleming Engineers, PC	Director
Laurita, James R	Gannett Fleming Engineers, PC	Chairman
Laurita, James R	Gannett Fleming, Inc.	Senior Vice President
Hair, Glen L	Elgood-Mayo Corp.	Director
Hair, Glen L	Elgood-Mayo Corp.	Vice President
Hair, Glen L	Ganflec Corporation	Director
Hair, Glen L	Ganflec Corporation	Senior Vice President
Hair, Glen L	Ganflec Corporation	Treasurer
Hair, Glen L	Gannett Fleming Architects, Inc.	Director
Hair, Glen L	Gannett Fleming Architects, Inc.	Chairman
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Director
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Secretary
Hair, Glen L	Gannett Fleming Engineers, PC	Vice President
Hair, Glen L	Gannett Fleming, Inc.	Senior Vice President
Kovacs, John W	GeoBuild, LLC	Director
Kovacs, John W	GeoBuild, LLC	Chairman
Kovacs, John W	GeoBuild, LLC	Chief Executive Officer
Kovacs, John W	Gannett Fleming Engineers and Architects, PC	Director
Kovacs, John W	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Director
Kovacs, John W	Gannett Fleming Engineers, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Secretary
Kovacs, John W	Gannett Fleming, Inc.	Director
Kovacs, John W	Gannett Fleming, Inc.	Executive Vice President
Kovacs, John W	Gannett Fleming Mexico, S. de R.L. de C.V.	Secretary
Kovacs, John W	Gannett Fleming Mexico, S. de R.L. de C.V.	Member
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Director
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Chairman
Kovacs, John W	Gannett Fleming of Michigan, Inc.	President
Kovacs, John W	L.G. Hetager Drilling, Inc.	Director
Kovacs, John W	L.G. Hetager Drilling, Inc.	Chairman
Kovacs, John W	Punxsy Drilling Company	Director
Kovacs, John W	Punxsy Drilling Company	Chairman

Name	Company	Title
Osborne, Harry T	Gannett Fleming Architects, Inc.	Director
Osborne, Harry T	Gannett Fleming Architects, Inc.	Vice President
Osborne, Harry T	Gannett Fleming Architects, Inc.	Treasurer
Osborne, Harry T	Gannett Fleming Architects, Inc.	Secretary
Osborne, Harry T	Gannett Fleming Engineers and Architects, PC	Director
Osborne, Harry T	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Director
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Treasurer
Rikk, Joseph Jr	Gannett Fleming, Inc.	Vice President
Not for Profit Association		Title
Rikk, Joseph Jr	Association of Bridge Construction and Design, Central Ohio Chapter (May 2013- January 2016)	President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name John Kovacs
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 730 Holiday Drive, Suite 400
City/state/zip Pittsburgh, PA 15220
Telephone 412-922-5575
Other present address(es) _____
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 01/03/2014
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 11/02/2012 ____/____/____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. **James R. Laurita owns 34%, John W. Kovacs owns 33% and Harry T. Osborne owns 33%.**
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 X 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 X NO ____; If Yes, provide details. **Please see Attachment 1.**

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. **Gannett Fleming is a national consulting engineering firm and at any one time has 4,000 to 5,000 open agreements too numerous to list. All other entities listed also have too many agreements to list.**

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? ~~YES ____~~ NO X If Yes, provide 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 X 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 X 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 X 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 X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 X 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 X If Yes; provide details for each such investigation.
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 X 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 X 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, John Kovacs, 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 15th day of August 2016

Carl A. Hunt
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Carl A. Hunt, Notary Public
Green Tree Boro, Allegheny County
My Commission Expires Dec. 27, 2016

Gannett Fleming Engineers and Architects, PC
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Name of submitting business

John Kovacs

Print name

John Kovacs
Signature

Senior Vice President

Title

8 / 15 / 16
Date

Principal Questionnaire Form - Attachment 1

In the past 3 years, the individuals listed below have acted as principal owners or officers of the respective organizations:

Name	Company	Title
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Director
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Chairman
Laurita, James R	Gannett Fleming Engineers and Architects, PC	President
Laurita, James R	Gannett Fleming Engineers, PC	Director
Laurita, James R	Gannett Fleming Engineers, PC	Chairman
Laurita, James R	Gannett Fleming, Inc.	Senior Vice President
Hair, Glen L	Elgood-Mayo Corp.	Director
Hair, Glen L	Elgood-Mayo Corp.	Vice President
Hair, Glen L	Ganflec Corporation	Director
Hair, Glen L	Ganflec Corporation	Senior Vice President
Hair, Glen L	Ganflec Corporation	Treasurer
Hair, Glen L	Gannett Fleming Architects, Inc.	Director
Hair, Glen L	Gannett Fleming Architects, Inc.	Chairman
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Director
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Secretary
Hair, Glen L	Gannett Fleming Engineers, PC	Vice President
Hair, Glen L	Gannett Fleming, Inc.	Senior Vice President
Kovacs, John W	GeoBuild, LLC	Director
Kovacs, John W	GeoBuild, LLC	Chairman
Kovacs, John W	GeoBuild, LLC	Chief Executive Officer
Kovacs, John W	Gannett Fleming Engineers and Architects, PC	Director
Kovacs, John W	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Director
Kovacs, John W	Gannett Fleming Engineers, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Secretary
Kovacs, John W	Gannett Fleming, Inc.	Director
Kovacs, John W	Gannett Fleming, Inc.	Executive Vice President
Kovacs, John W	Gannett Fleming Mexico, S. de R.L. de C.V.	Secretary
Kovacs, John W	Gannett Fleming Mexico, S. de R.L. de C.V.	Member
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Director
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Chairman
Kovacs, John W	Gannett Fleming of Michigan, Inc.	President
Kovacs, John W	L.G. Hetager Drilling, Inc.	Director
Kovacs, John W	L.G. Hetager Drilling, Inc.	Chairman
Kovacs, John W	Punxsy Drilling Company	Director
Kovacs, John W	Punxsy Drilling Company	Chairman

Name	Company	Title
Osborne, Harry T	Gannett Fleming Architects, Inc.	Director
Osborne, Harry T	Gannett Fleming Architects, Inc.	Vice President
Osborne, Harry T	Gannett Fleming Architects, Inc.	Treasurer
Osborne, Harry T	Gannett Fleming Architects, Inc.	Secretary
Osborne, Harry T	Gannett Fleming Engineers and Architects, PC	Director
Osborne, Harry T	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Director
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Treasurer
Rikk, Joseph Jr	Gannett Fleming, Inc.	Vice President
Not for Profit Association		Title
Rikk, Joseph Jr	Association of Bridge Construction and Design, Central Ohio Chapter (May 2013- January 2016)	President

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Harry T. Osborne
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 1 Cragwood Road
City/state/zip South Plainfield, NJ 07080
Telephone 908-755-0040
Other present address(es) _____
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 01/11/2016
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 01/01/2015 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. **James R. Laurita owns 34%, John W. Kovacs owns 33% and Harry T. Osborne owns 33%.**
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 X 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 X NO ____; If Yes, provide details. **Please see Attachment 1.**

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. *Gannett Fleming is a national consulting engineering firm and at any one time has 4,000 to 5,000 open agreements too numerous to list. All other entities listed also have too many agreements to list.*

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 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide 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 X If Yes, provide details for each such instance.
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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.)
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 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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 X 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 X 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 X 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 X 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 X If Yes; provide details for each such investigation.
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 X 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 X If Yes, provide details for each such year.

CERTIFICATION

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I, Harry T. Osborne, 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 th 12 day of August 2016

Lukeshwarie Singh
Notary Public

LUKESHWARIE SINGH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 21, 2018
I.D. # 2379185

Gannett Fleming Engineers and Architects, PC

Name of submitting business

Harry T. Osborne

Print name

[Signature]
Signature

Vice President

Title

12 Aug 2016
Date

Principal Questionnaire Form - Attachment 1

In the past 3 years, the individuals listed below have acted as principal owners or officers of the respective organizations:

Name	Company	Title
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Director
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Chairman
Laurita, James R	Gannett Fleming Engineers and Architects, PC	President
Laurita, James R	Gannett Fleming Engineers, PC	Director
Laurita, James R	Gannett Fleming Engineers, PC	Chairman
Laurita, James R	Gannett Fleming, Inc.	Senior Vice President
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Hair, Glen L	Elgood-Mayo Corp.	Vice President
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Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Secretary
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Kovacs, John W	Gannett Fleming Engineers, PC	Director
Kovacs, John W	Gannett Fleming Engineers, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Secretary
Kovacs, John W	Gannett Fleming, Inc.	Director
Kovacs, John W	Gannett Fleming, Inc.	Executive Vice President
Kovacs, John W	Gannett Fleming Mexico, S. de R.L. de C.V.	Secretary
Kovacs, John W	Gannett Fleming Mexico, S. de R.L. de C.V.	Member
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Director
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Chairman
Kovacs, John W	Gannett Fleming of Michigan, Inc.	President
Kovacs, John W	L.G. Hetager Drilling, Inc.	Director
Kovacs, John W	L.G. Hetager Drilling, Inc.	Chairman
Kovacs, John W	Punxsy Drilling Company	Director
Kovacs, John W	Punxsy Drilling Company	Chairman

Name	Company	Title
Osborne, Harry T	Gannett Fleming Architects, Inc.	Director
Osborne, Harry T	Gannett Fleming Architects, Inc.	Vice President
Osborne, Harry T	Gannett Fleming Architects, Inc.	Treasurer
Osborne, Harry T	Gannett Fleming Architects, Inc.	Secretary
Osborne, Harry T	Gannett Fleming Engineers and Architects, PC	Director
Osborne, Harry T	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Director
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Treasurer
Rikk, Joseph Jr	Gannett Fleming, Inc.	Vice President
Not for Profit Association		Title
Rikk, Joseph Jr	Association of Bridge Construction and Design, Central Ohio Chapter (May 2013- January 2016)	President

PRINCIPAL QUESTIONNAIRE FORM

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

1. Principal Name Glen L. Hair
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 207 Senate Ave
City/state/zip Camp Hill, PA 17011
Telephone 717-763-7212
Other present address(es) _____
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 01/____/2014
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 01/____/2014 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X 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 X NO ____;
If Yes, provide details. **Please see Attachment 1.**

SH
8/26/16

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO
If Yes, provide details. Gannett Fleming is a national consulting engineering firm and at any one time has 4,000 to 5,000 open agreements too numerous to list. All other entities listed also have too many agreements to list.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? ~~YES~~ NO X If Yes, provide 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 X 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 X 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 X 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 X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES NO X 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 X 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 X 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 X 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 X 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 X If Yes; provide details for each such investigation.
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 X 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 X If Yes, provide details for each such year.

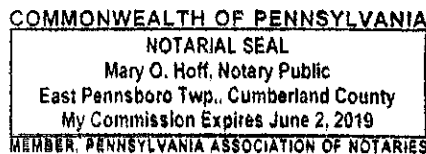
CERTIFICATION

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, Glen L. Hair, 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.

Commonwealth of Pennsylvania, Cumberland County
Sworn to before me this 16th day of August 2016

Mary O. Hoff
Notary Public



Gannett Fleming Engineers and Architects, PC

Name of submitting business

Glen L. Hair

Print name

Glen L. Hair
Signature

Senior Vice President/Secretary

Title

08 / 16 / 2016
Date

Principal Questionnaire Form - Attachment 1

In the past 3 years, the individuals listed below have acted as principal owners or officers of the respective organizations:

Name	Company	Title
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Director
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Chairman
Laurita, James R	Gannett Fleming Engineers and Architects, PC	President
Laurita, James R	Gannett Fleming Engineers, PC	Director
Laurita, James R	Gannett Fleming Engineers, PC	Chairman
Laurita, James R	Gannett Fleming, Inc.	Senior Vice President
Hair, Glen L	Elgood-Mayo Corp.	Director
Hair, Glen L	Elgood-Mayo Corp.	Vice President
Hair, Glen L	Ganflec Corporation	Director
Hair, Glen L	Ganflec Corporation	Senior Vice President
Hair, Glen L	Ganflec Corporation	Treasurer
Hair, Glen L	Gannett Fleming Architects, Inc.	Director
Hair, Glen L	Gannett Fleming Architects, Inc.	Chairman
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Director
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Secretary
Hair, Glen L	Gannett Fleming Engineers, PC	Vice President
Hair, Glen L	Gannett Fleming, Inc.	Senior Vice President
Kovacs, John W	GeoBuild, LLC	Director
Kovacs, John W	GeoBuild, LLC	Chairman
Kovacs, John W	GeoBuild, LLC	Chief Executive Officer
Kovacs, John W	Gannett Fleming Engineers and Architects, PC	Director
Kovacs, John W	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Director
Kovacs, John W	Gannett Fleming Engineers, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Secretary
Kovacs, John W	Gannett Fleming, Inc.	Director
Kovacs, John W	Gannett Fleming, Inc.	Executive Vice President
Kovacs, John W	Gannett Fleming Mexico, S. de R.L. de C.V.	Secretary
Kovacs, John W	Gannett Fleming Mexico, S. de R.L. de C.V.	Member
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Director
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Chairman
Kovacs, John W	Gannett Fleming of Michigan, Inc.	President
Kovacs, John W	L.G. Hetager Drilling, Inc.	Director
Kovacs, John W	L.G. Hetager Drilling, Inc.	Chairman
Kovacs, John W	Punxsy Drilling Company	Director
Kovacs, John W	Punxsy Drilling Company	Chairman

Name	Company	Title
Osborne, Harry T	Gannett Fleming Architects, Inc.	Director
Osborne, Harry T	Gannett Fleming Architects, Inc.	Vice President
Osborne, Harry T	Gannett Fleming Architects, Inc.	Treasurer
Osborne, Harry T	Gannett Fleming Architects, Inc.	Secretary
Osborne, Harry T	Gannett Fleming Engineers and Architects, PC	Director
Osborne, Harry T	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Director
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Treasurer
Rikk, Joseph Jr	Gannett Fleming, Inc.	Vice President
Not for Profit Association		Title
Rikk, Joseph Jr	Association of Bridge Construction and Design, Central Ohio Chapter (May 2013- January 2016)	President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Joseph Rikk, Jr.
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 4151 Executive Parkway
City/state/zip Westerville, OH 43081
Telephone 614-794-9424
Other present address(es) _____
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 01/01/2015
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 11/24/2000 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X 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 X NO ____;
If Yes, provide details. **Please see Attachment 1.**

SM
8/26/16

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

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 X 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 X 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 X 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 X If Yes; provide details for each such investigation.
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 X 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 X If Yes, provide details for each such year.

CERTIFICATION

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I, Joseph Rikk, Jr., 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 24th day of August 2016

Wendy K. Binckley
Notary Public

WENDY K. BINCKLEY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 8/27/2020

Gannett Fleming Engineers and Architects, PC

Name of submitting business

Joseph Rikk, Jr.

Print name

Joseph Rikk, Jr.
Signature

Vice President/Treasurer

Title

8 / 24 / 2016
Date

Principal Questionnaire Form - Attachment 1

In the past 3 years, the individuals listed below have acted as principal owners or officers of the respective organizations:

Name	Company	Title
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Director
Laurita, James R	Gannett Fleming Engineers and Architects, PC	Chairman
Laurita, James R	Gannett Fleming Engineers and Architects, PC	President
Laurita, James R	Gannett Fleming Engineers, PC	Director
Laurita, James R	Gannett Fleming Engineers, PC	Chairman
Laurita, James R	Gannett Fleming, Inc.	Senior Vice President
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Hair, Glen L	Elgood-Mayo Corp.	Vice President
Hair, Glen L	Ganflec Corporation	Director
Hair, Glen L	Ganflec Corporation	Senior Vice President
Hair, Glen L	Ganflec Corporation	Treasurer
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Hair, Glen L	Gannett Fleming Architects, Inc.	Chairman
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Director
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Senior Vice President
Hair, Glen L	Gannett Fleming Engineers and Architects, PC	Secretary
Hair, Glen L	Gannett Fleming Engineers, PC	Vice President
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Kovacs, John W	Gannett Fleming Engineers, PC	Senior Vice President
Kovacs, John W	Gannett Fleming Engineers, PC	Secretary
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Kovacs, John W	Gannett Fleming Mexico, S. de R.L. de C.V.	Secretary
Kovacs, John W	Gannett Fleming Mexico, S. de R.L. de C.V.	Member
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Director
Kovacs, John W	Gannett Fleming of Michigan, Inc.	Chairman
Kovacs, John W	Gannett Fleming of Michigan, Inc.	President
Kovacs, John W	L.G. Hetager Drilling, Inc.	Director
Kovacs, John W	L.G. Hetager Drilling, Inc.	Chairman
Kovacs, John W	Punxsy Drilling Company	Director
Kovacs, John W	Punxsy Drilling Company	Chairman

Name	Company	Title
Osborne, Harry T	Gannett Fleming Architects, Inc.	Director
Osborne, Harry T	Gannett Fleming Architects, Inc.	Vice President
Osborne, Harry T	Gannett Fleming Architects, Inc.	Treasurer
Osborne, Harry T	Gannett Fleming Architects, Inc.	Secretary
Osborne, Harry T	Gannett Fleming Engineers and Architects, PC	Director
Osborne, Harry T	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Director
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Vice President
Rikk, Joseph Jr	Gannett Fleming Engineers and Architects, PC	Treasurer
Rikk, Joseph Jr	Gannett Fleming, Inc.	Vice President
Not for Profit Association		Title
Rikk, Joseph Jr	Association of Bridge Construction and Design, Central Ohio Chapter (May 2013- January 2016)	President

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: Gannett Fleming Engineers and Architects, PC (GFEAPC)
2) Address of Place of Business: 100 Crossways Park West, Suite 300, Woodbury, NY 11797

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): N/A

Phone : (516) 364-4140

Does the business own or rent its facilities? Rent

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

5) Federal I.D. Number: 23-2935505

6) The proposer is a (check one): Sole Proprietorship Partnership
Corporation X Other (Describe) Professional Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No If Yes, please provide details: GFEAPC shares office space with VTX and Gannett Fleming Engineers, PC. (GFEPC)

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

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ____ If Yes, provide details GFEAPC is an affiliate of and is controlled by Gannett Fleming, Inc. GFEAPC's shareholders are James Laurita, John Kovacs, and Harry Osborne. GFEPC is also an affiliate of Gannett Fleming, Inc., but is winding down operations in favor of GFEAPC in a move to simplify our operations.
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ____ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). GFEAPC and its affiliate Gannett Fleming, Inc. are part of a large engineering organization, which has been in business since 1915. At any one time, these entities have several thousand open contracts. From time to time, some clients have terminated contracts for their convenience. Gannett Fleming does not maintain records of contracts terminated for convenience. However, we can represent that during the past 10 years, no Gannett Fleming contracts have been terminated for default.
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ____ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ____ No X If Yes, provide details for each such investigation. _____
- 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 X If Yes, provide details for each such investigation. _____
- 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 X If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ____ No X 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 X

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 X 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 X No ____ If Yes, provide details for each such
occurrence. see section 16 below

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated
business had any sanction imposed as a result of judicial or administrative proceedings with
respect to any professional license held? Yes ____ No X; If Yes, provide details for
each such 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 X 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. Following audit, the state of NJ
Unemployment Compensation issued a citation for failure to remit taxes for one employee who reported to NY, but worked
on projects in NJ. Company paid the unremitted contribution and and interest (\$2,588) but NJ waived penalties.

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.
Gannett Fleming has a Code of Ethics and Conflict of Interest Policy that requires
the reporting of any potential conflicts to the Ethics Officer, who provides
conflict checks and advice regarding the avoidance of conflicts of interest.

- 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. **Please refer to proposal for resumes and relevant experience.**

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

- i) Date of formation; **1997**
 - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; **Please refer to Attachment 1.**
 - iii) Name, address and position of all officers and directors of the company; **Please refer to Attachment 2.**
 - iv) State of incorporation (if applicable); **Pennsylvania**
 - v) The number of employees in the firm; **GFEAPC - 111, GFI - 1000, GFEPC - 0**
 - vi) Annual revenue of firm; **GFEAPC and GFEPC are rolled into GFI's financials. GFI's 2015 revenue was \$341,777,000.**
 - vii) Summary of relevant accomplishments **Please refer to proposal for relevant experience.**
 - viii) Copies of all state and local licenses and permits. **Please see Attachment 3 for licenses in NY State.**
- B. Indicate number of years in business. **GFEAPC - 19 years, GFI - 101 years, GFEPC - 16 years**
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. **Please refer to proposal.**
- 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 **Joseph Davenport**

Address **1194 Prospect Avenue**

City/State **Westbury, NY 11590**

Telephone **(516) 571-9608**

Fax # **N/A**

E-Mail Address **jdavenport@nassaucountyny.gov**

Company New York City Department of Environmental Protection

Contact Person Jerry Fragias

Address 59-17 Junction Boulevard

City/State Flushing, NY 11373

Telephone (718) 595-4969

Fax # N/A

E-Mail Address jfragias@dep.nyc.gov

Company Suffolk County Department of Public Works

Contact Person Joseph Donovan, PE

Address 335 Yaphank Avenue

City/State Yaphank, NY 11980

Telephone (631) 852-4184

Fax # N/A

E-Mail Address Public.Works@suffolkcountyny.gov

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, Stephen Hadjiyane, 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 12 day of July

2016

Notary Public

MIRA M TAGLIENTO
Notary Public - State of New York
NO. 011A6128444
Qualified in Nassau County
My Commission Expires 12/27/17

Name of submitting business: Gannett Fleming Engineers and Architects, PC

By: Stephen Hadjiyane

Print name

[Signature]

Signature

Vice President

Title

07 / 12 / 2016
Date

Business History Form – Attachment 1

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

Name	Business Address	Position	Ownership
Laurita, James R	Two Penn Plaza Suite 552 380 Seventh Avenue New York NY 10121-0101	Chairman/President	34% (34 Shares)
Kovacs, John W	Foster Plaza 8 Suite 400 730 Holiday Drive Pittsburgh PA 15220-2748	Senior Vice President	33% (33 Shares)
Osborne, Harry T	Southfield Center Suite 205 One Cragwood Road South Plainfield NJ 07080-2448	Vice President	33% (33 Shares)

Business History Form – Attachment 2**A.iii) Include names, addresses, and positions of all officers and directors of the company:**

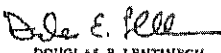


Name	Business Address	Position
Laurita, James R	Two Penn Plaza Suite 552 380 Seventh Avenue New York NY 10121-0101	Chairman/President
Hair, Glen L	207 Senate Avenue Camp Hill PA 17011-2316	Senior Vice President/Secretary
Kovacs, John W	Foster Plaza 8 Suite 400 730 Holiday Drive Pittsburgh PA 15220-2748	Senior Vice President
Osborne, Harry T	Southfield Center Suite 205 One Cragwood Road South Plainfield NJ 07080-2448	Vice President
Rikk, Joseph Jr	Suite 230 2500 Corporate Exchange Drive Columbus OH 43231-7665	Vice President/Treasurer
Barrett, Warren A II	Rutherford Plaza Building Suite 300 7133 Rutherford Road Baltimore MD 21244-2718	Senior Vice President
Hoffmann, Arthur G Jr.	207 Senate Avenue Camp Hill PA 17011-2316	Senior Vice President/ Assistant Secretary
Bartoldus, Doreen M	Suite 300 100 Crossways Park West Woodbury NY 11797-2012	Vice President
Beauduy, Charles H	207 Senate Avenue Camp Hill PA 17011-2316	Vice President
Daley, Thomas P	Norfolk Place Suite 215 333 Elm Street Dedham MA 02026-4530	Vice President
Gerlach, Stephen B	Rutherford Plaza Building Suite 300 7133 Rutherford Road Baltimore MD 21244-2718	Vice President
Hadjiyane, Stephen	Suite 300 100 Crossways Park West Woodbury NY 11797-2012	Vice President

Name	Business Address	Position
Hawtof, Steven I	Rutherford Plaza Building Suite 300 7133 Rutherford Road Baltimore MD 21244-2718	Vice President
Holderbaum, Rodney E	207 Senate Avenue Camp Hill PA 17011-2316	Vice President
Inyard, Frederick H	Suite 300 100 Crossways Park West Woodbury NY 11797-2012	Vice President
Kenny, John R	Suite 1900 3838 North Central Avenue Phoenix AZ 85012-1957	Vice President
Link, George S	Suite 200 5 Eves Drive Marlton NJ 08053-3135	Vice President
McNamara, Michael T	Valley Forge Corporate Center 1010 Adams Avenue Audubon PA 19403-2402	Vice President
Morosky, Donald G	207 Senate Avenue Camp Hill PA 17011-2316	Vice President
Mulqueen, Bryan P	Suite 102 2610 Wycliff Road Raleigh NC 27607-3073	Vice President
Norrish, Charles R III	Suite 17 2189 Silas Deane Highway Rocky Hill CT 06067-2324	Vice President/Assistant Secretary
Papamichael, Fotios	Suite 300 100 Crossways Park West Woodbury NY 11797-2012	Vice President
Purdy, John D	Two Penn Plaza Suite 552 380 Seventh Avenue New York NY 10121-0101	Vice President
Pursel, Thomas B	207 Senate Avenue Camp Hill PA 17011-2316	Vice President/Assistant Secretary
Tulumello, Giuseppe	Two Penn Plaza Suite 552 380 Seventh Avenue New York NY 10121-0101	Vice President/Assistant Treasurer
Weber, Mitchell W	Suite 104 300 North Cleveland-Massillon Road Akron OH 44333-2484	Vice President

Name	Business Address	Position
Transit & Rail Systems Division		
McNamara, Michael T	Valley Forge Corporate Center 1010 Adams Avenue Audubon PA 19403-2402	President
Shantz, Terry A	Valley Forge Corporate Center 1010 Adams Avenue Audubon PA 19403-2402	Vice President

Business History Form – Attachment 3

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

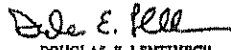
<p align="center">THE UNIVERSITY OF THE STATE OF NEW YORK EDUCATION DEPARTMENT</p> <p>THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES</p> <p align="center">GANNETT FLEMING ENGINEERS AND ARCHITECTS PC ATTN JEFFREY D BRYSON PO BOX 87100 HARRISBURG, PA 17108-7100</p> <p>TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.</p> <div> <div>  <p>DOUGLAS B LENTIVECH DEPUTY COMMISSIONER FOR THE PROFESSIONS</p> <p>CERTIFICATE NUMBER 0011950</p> </div> <div>  </div> <div>  <p>JOHN B KING JR PRESIDENT OF THE UNIVERSITY AND COMMISSIONER OF EDUCATION</p> </div> </div>		
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**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**


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

**GANNETT FLEMING ENGINEERS PC
100 CROSSWAYS PARK WEST
SUITE 300
WOODBURY, NY 11797-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2015 TO 12/31/2017.


DOUGLAS E. LENTIVICH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS
CERTIFICATE NUMBER
0011949




JOHN B. KING JR.
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

1. Name of the Entity: Gannett Fleming Engineers and Architects, PC
Address: Suite 300, 100 Crossways Park West
City, State and Zip Code: Woodbury, NY 11797-2012
2. Entity's Vendor Identification Number: 23-2935505
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Professional Corporation ☐ 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):

Please see Attachment 1 for a list of Officers and Directors. (Please refer to the address listed for No. 1)

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.

Jame R. Laurita, Two Penn Plaza, Suite 552, 380 Seventh Avenue, New York, NY 10121

John W. Kovacs, Foster Plaza III, Suite 200, 601 Holiday Drive, Pittsburgh, PA 15220

Harry T. Osborne, Southfield Center, Suite 205, One Cragwood Road, South Plainfield, NJ 07080

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

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

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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/Not Applicable (No lobbying services were utilized by Gannett Fleming related to this proposal/

matter; however, Gannett Fleming Engineers and Architects, PC does have a relationship with Park

Strategies, which is registered with Nassau County and New York State and has provided introductions

to Nassau County personnel in the past).

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None


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

Please see the answer to Question 7a.

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: Stephen Hadjiyane

Vice President

Title:

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

Gannett Fleming Engineers and Architects, P.C.

Officers and Directors

Last Changed 1/11/2016

Name	Title
* Laurita, James R	Chairman
* Laurita, James R	President
* Hair, Glen L	Senior Vice President
* Hair, Glen L	Secretary
* Kovacs, John W	Senior Vice President
* Osborne, Harry T	Vice President
* Rikk, Joseph Jr	Vice President
* Rikk, Joseph Jr	Treasurer
Barrett, Warren A II	Senior Vice President
Hoffmann, Arthur G Jr.	Senior Vice President
Hoffmann, Arthur G Jr.	Assistant Secretary
Bartoldus, Doreen M	Vice President
Beauduy, Charles H	Vice President
Daley, Thomas P	Vice President
Gerlach, Stephen B	Vice President
Hadjiyane, Stephen	Vice President
Hawtof, Steven I	Vice President
Holderbaum, Rodney E	Vice President
Inyard, Frederick H	Vice President
Kenny, John R	Vice President
Link, George S	Vice President
McNamara, Michael T	Vice President
Morosky, Donald G	Vice President
Mulqueen, Bryan P	Vice President
Norrish, Charles R III	Vice President
Norrish, Charles R III	Assistant Secretary
Papamichael, Fotios	Vice President
Purdy, John D	Vice President
Pursel, Thomas B	Vice President
Pursel, Thomas B	Assistant Secretary
Tulumello, Giuseppe	Vice President
Tulumello, Giuseppe	Assistant Treasurer
Weber, Mitchell W	Vice President
Transit & Rail Systems Division	
McNamara, Michael T	President
Shantz, Terry A	Vice President

Owners:

34% James R. Laurita (34 Shares)

33% John W. Kovacs (33 Shares)

33% Harry T. Osborne (33 Shares)

* = Director

COUNTY OF NASSAU

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

1. Name of the Entity: Gannett Fleming, Inc.
Address: 207 Senate Ave.
City, State and Zip Code: Camp Hill, PA 17011
2. Entity's Vendor Identification Number: 25-1613591
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):

Please see attached list of Officers and Directors. (Please refer to the address listed in No. 1)

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.

No one person has more than 10% ownership of Gannett Fleming, Inc. Gannett Fleming
Affiliates, Inc. owns 100% of its stock.

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

Gannett Fleming Engineers and Architects, PC is an affiliate of Gannett Fleming, Inc.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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/ Not applicable (No lobbying services were utilized by Gannett Fleming related to this proposal/
matter; however, Gannett Fleming, Inc. does have a relationship with Park Strategies, which is
registered with Nassau County and New York State and has provided introductions to Nassau County
personnel in the past.)

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

Please see answer to 7A.


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

Please see answer to 7A.

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: Stephen Hadjiyane

Title: Vice President

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

Gannett Fleming, Inc.

Officers and Directors

Last Changed 2/11/2016

Name	Title
* Stout, William M	Chairman
* Stout, William M	Chief Executive Officer
* Scaer, Robert M	Vice Chairman
* Scaer, Robert M	President
* Scaer, Robert M	Chief Operating Officer
* Derr, John A	Executive Vice President
* Hoffmann, Arthur G Jr.	Executive Vice President
* Hoffmann, Arthur G Jr.	Secretary
* Kovacs, John W	Executive Vice President
* McGinnis, Esther M	Executive Vice President
* Nowicki, Paul D	Executive Vice President
* Thomas, David B	Executive Vice President
Kenny, John R	Executive Vice President
Kessler, Jon H	Executive Vice President
Kessler, Jon H	Treasurer
Kessler, Jon H	Chief Financial Officer
Ragan, Robert E	Executive Vice President
Abreu, Jose	Senior Vice President
Barrett, Warren A II	Senior Vice President
Buchheit, John A	Senior Vice President
Campanella, George R	Senior Vice President
Dougherty, John V	Senior Vice President
Hair, Glen L	Senior Vice President
Koontz, Gene C	Senior Vice President
Laurita, James R	Senior Vice President
Lewis, Paul J	Senior Vice President
Mulqueen, Bryan P	Senior Vice President
Wesdock, Brendan J	Senior Vice President
Allis, William W	Vice President
Averso, Martha J	Vice President
Bailey, Christopher S	Vice President
Bartoldus, Doreen M	Vice President
Beauduy, Charles H	Vice President
Beauduy, Charles H	Assistant Secretary
Benedico, Nickson A	Vice President
Bennett, Keith D	Vice President
Boate, David A	Vice President
Brenize, Brett A	Vice President
Cejas, Carlos M	Vice President
Cronin, Kevin J	Vice President
Crowther, Craig E	Vice President
Daley, Thomas P	Vice President
DeStefano, Eugene C	Vice President
Downs, Terry L	Vice President
Dreese, Trent L	Vice President

Durkee, Dean B	Vice President
Dziedziak, James M	Vice President
El-Aassar, Ahmed A	Vice President
Ellerbee, Jason J	Vice President
Fusco, Anthony J	Vice President
Gerlach, Stephen B	Vice President
Gibbons, James T	Vice President
Gibbons, Susan F	Vice President
Gillespie, Andrew J	Vice President
Glatfelter, Dale R	Vice President
Goncz, Daniel J	Vice President
Gonzalez, Naldo	Vice President
Gough, William M	Vice President
Guttman, Kenneth T	Vice President
Hadjiyane, Stephen	Vice President
Hamlet, David A	Vice President
Hansen, David P	Vice President
Hart, Daniel C	Vice President
Hawtof, Steven I	Vice President
Holderbaum, Rodney E	Vice President
Holderbaum, Rodney E	Assistant Secretary
Hou, Jessica M	Vice President
Hricak, Judy L	Vice President
Hurley, Jeffrey A	Vice President
Ile, Ruby L	Vice President
Ile, Ruby L	Assistant Secretary
Inyard, Frederick H	Vice President
Jager, Ronald A	Vice President
Johnson, Mark D	Vice President
Keno, Aaron D	Vice President
King, Brian W	Vice President
Kline, Robert A Jr.	Vice President
Knight, Michael A	Vice President
Krebs, Christopher D	Vice President
Kugle, Dennis F	Vice President
Lee, Richard K	Vice President
Leech, Thomas G	Vice President
Leins, Ronald N	Vice President
Link, George S	Vice President
MacAllister, Michael A	Vice President
Marshall, James M	Vice President
Mason, Bradley A	Vice President
Massey, Thomas J	Vice President
McLemore, Barbara R	Vice President
McLemore, Barbara R	Corporate Ethics Officer
McLemore, Barbara R	Security Officer
McNamara, Michael T	Vice President
Milakovic, Gregory	Vice President
Morgan, Michael A	Vice President
Morosky, Donald G	Vice President

Mouradian, Ara G	Vice President
Mullins, Keith R	Vice President
Norrish, Charles R III	Vice President
Papamichael, Fotios	Vice President
Pilwallis, Mark M	Vice President
Plumpton, William M	Vice President
Plumpton, William M	Assistant Secretary
Purdy, John D	Vice President
Pursel, Thomas B	Vice President
Raffensperger, Jeffrey L	Vice President
Rhine, Scott N	Vice President
Rikk, Joseph Jr	Vice President
Rose, David C	Vice President
Ross, Mary C	Vice President
Rowley, Steven G	Vice President
Salhotra, Atul M	Vice President
Savidge, Roderick A	Vice President
Schiemer, Matthew J	Vice President
Schreier, Ronald D	Vice President
Schweiger, Paul G	Vice President
Seip, Brian A	Vice President
Shadan, Kambiz F	Vice President
Shifflett, Brian E	Vice President
Sibley, Scott W	Vice President
Skaggs, Robert W	Vice President
Snow, Terry M	Vice President
Stanley, Robert M	Vice President
Sung, Myung-Hak	Vice President
Tulumello, Giuseppe	Vice President
van der Mandele, Lance M	Vice President
Veydt, D E	Vice President
Weiss, David W Jr	Vice President
Weiss, David W Jr	Assistant Secretary
Whitson, Cyrille R	Vice President
Wilson, David B	Vice President
Winebrenner, Terry L	Vice President
Woyden, Edward L	Vice President
Yen, Chen-Yu	Vice President
Zeevaart, Scott W	Vice President
Zeevaart, Scott W	Assistant Secretary
Zieber, Scott F	Vice President
Zink, Thomas G	Vice President
Rumbaugh, Robert K Jr.	Assistant Treasurer
GeoDecisions Division	
Wesdock, Brendan J	President
Saltzer, Thomas L	Vice President
Smith, Brian J	Vice President
Switala, Kevin J	Vice President
Quantum Geophysics Division	

Lee, Richard K	President
Knight, Michael A	Vice President
Lewis, Paul J	Vice President
Mouradian, Ara G	Vice President
Transit & Rail Systems Division	
McNamara, Michael T	President
Sibley, Scott W	Senior Vice President
Cross, Richard IV	Vice President
Dennis, Michael J	Vice President
Edraki, Alireza	Vice President
Farley, David A	Vice President
Gillespie, Andrew J	Vice President
Hurley, Jeffrey A	Vice President
Lech, John J	Vice President
Lynch, Charles R	Vice President
Nazarow, Greg J	Vice President
Samean, John F	Vice President
Shantz, Terry A	Vice President
Thompson, Christopher M	Vice President
Valuation and Rate Division	
Herbert, Paul R	President
Spanos, John J	Senior Vice President
VTX Division	
Hansen, David P	President
DeFrancesco, Anthony J	Vice President
Hamby, Kenneth G	Vice President
Keller, Robert C	Vice President

Owner: Gannett Fleming Affiliates, Inc. (100%)

* = Director

FINAL DESIGN ENGINEER - CONTRACT FOR SERVICES

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

WITNESSETH:

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

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

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

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

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

2. Services, Extra Services and Reimbursable Expenses.

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

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

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

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

- (2) Testing Laboratory Services.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the FDE and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf on the FDE or their sub-consultants shall not be paid for by the County.
- (6) Other comparable expenses as approved by the County.

3. Payment.

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

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

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

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

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

10. Insurance.

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

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

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

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

12. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Joint Venture.

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

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

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

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

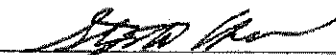
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

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

GANNETT FLEMING ENGINEERS AND ARCHITECTS, P.C.

By: 

Name: Stephen Hadjiyane

Title: Vice President

Date: July 12, 2016

NASSAU COUNTY

By: _____

Name: _____

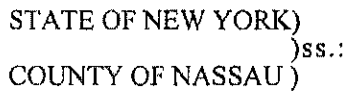
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Date: _____

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.]

~~NOTARY PUBLIC~~



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APPENDIX A DETAILED SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

e. Estimate Methodology

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

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

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

f. FEMA Cost Breakdowns

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

g. Deliverables

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

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

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

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

It is to be assumed that the County will want to use a PLA for this project if 1) it would otherwise need to be contracted as a Wick's Law multi-prime contract, 2) the project requires significant shift work or night work, or 3) the project has any other compelling reason to utilize a PLA.

The FDE is required under this contract to:

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

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

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

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

B. Division C - General Inspection Services

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

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

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

C. Division D - Facility Operation and Maintenance Manual

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

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

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

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

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

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

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

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

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

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

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

1. Start-Up Services.

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

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

2. Training Services.

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

3. One (1) Year Project Operating Report.

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

APPENDIX B PAYMENT SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

James R. Laurita (Name)
100 Crossways Park West, Ste. 300 Woodbury, NY 11797 (Address)
516-364-4140 (Telephone Number)

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

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

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

*All employees working on Nassau County projects are compliant.

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

Please see the answer to question #3.

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

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

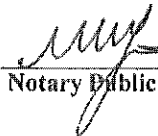
July 12, 2016
Dated _____

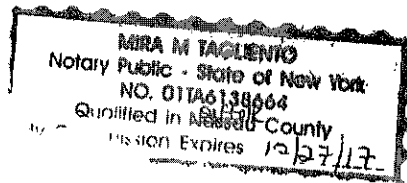

Signature of Vice President

Stephen Hadjiyane
Name of Vice President

Sworn to before me this

12 day of July, 2016.


Notary Public



Appendix EEEqual Employment Opportunities For Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUEST TO INITIATE RTI Number 16-0027
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 Order

Project Title: Bay Park STP Effluent Screening and Disinfection Improvements 35121-11C

Department: Public Works Project Manager: Damon Urso Date: January 21, 2016

Service Requested: Design Services

Justification: The existing Plant SPDES permit requires that the County maintain the effluent (final) screening facility which is in need of replacement and rehabilitation. The equipment is outdated, significantly worn, and requires a significantly high amount of maintenance. The planning and Design improvements to the system will ensure its continued reliability for the next twenty-five year life cycle, while decreasing operation and maintenance burdens. Services shall include an assessment of the overall condition and recommend improvements that will be presented in a Technical Design Report. Once this report is approved, the firm will complete a detailed design based upon the Technical Design Report and provide construction-related services.

Requested by: Public Works – Water/Wastewater Engineering Unit

Project Cost for this Phase/Contract: (Plan/DESIGN/Construction/CM/Equipment): \$800,000
Circle appropriate phase

Total Project Cost: \$14,500,000 Date Start Work: April 2016 Duration: Ten (10) months
Includes, design, construction and CM Phase being requested Phase being requested

Capital Funding Approval: YES ☒ NO ☐ [Signature] AD req 2016 Cap Plan
SIGNATURE DATE

Funding Allocation (Capital Project): 35121-011
See Attached Sheet if multiyear ☐

NIFS Entered: [Signature] 35121011 AIM Entered: K Angere 3/1/16
SIGNATURE DATE SIGNATURE DATE

Funding Code: 35121-011 Timesheet Code: 16-0027
use this on all encumbrances use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☒ or, Environmental Assessment Form Required ☐
 Supplemental Environmental Documentation _____

Department Head Approval: YES ☐ NO ☐ _____
SIGNATURE

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	Includes 30% Contingency	Comment	See Attached Sheet <input type="checkbox"/>
1. <u>Gannett Fleming</u>	<u>\$859,300</u>	<input checked="" type="checkbox"/>	<u>Most Reasonable design</u>	<input type="checkbox"/>
2. <u>D+B Engineers</u>	<u>\$811,200</u>	<input type="checkbox"/>	<u>Lower cost but did not show familiarity & knowledge that G&F did.</u>	<input type="checkbox"/>
3. <u>LKB</u>	<u>\$1,058,092</u>	<input type="checkbox"/>	<u>(LKB cost were provided up because costs were based on a 13.5 month construction rather than a 20 month period per RFP.</u>	<input type="checkbox"/>
4. <u>Greeley & Hansen</u>	<u>\$1,154,400</u>	<input type="checkbox"/>		<input type="checkbox"/>
5. <u>Cameron Eng</u>	<u>\$1,131,000</u>	<input type="checkbox"/>		<input type="checkbox"/>

DCE/Ops Approval: YES ☐ NO ☐ Signature _____

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: May 12, 2016

SUBJECT: Recommendation of Firm for Design Services
Bay Park Sewage Treatment Plant
Effluent Screening and Disinfection Improvements
Proposed Agreement No. S35121-11C

This Department intends to procure design services for the Effluent Screening and Disinfection Facility at the Bay Park Sewage Treatment Plant. The existing plant SPDES permit requires that the County maintain the effluent (final) screening facility which is in need of replacement and rehabilitation. The equipment is outdated, significantly worn, and requires a significantly high amount of maintenance. The planning and design improvements to the system will ensure its continued reliability, while decreasing operation and maintenance burdens. Services shall include an assessment of the overall condition and recommend improvements that will be presented in a Technical Design Report. Once this report is approved, the firm will complete a detailed design based upon the Technical Design Report and provide construction-related services.

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

Technical and Cost Proposals were received from five (5) firms (listed below) on February 26, 2016. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed fee.

Firm Name	Technical Rank	Technical Rating	Proposed Design Fee	Total Design Fee with Contingency
Gannett Fleming	1	91.8	\$661,000.00	\$ 859,300.00
D&B Engineers	2	85.8	\$624,000.00	\$ 811,200.00
LKB	3	82.8	\$813,917.00 ⁽¹⁾	\$1,058,092.00
Greeley & Hansen	4	81.5	\$888,000.00	\$1,154,400.00
Cameron Engineering	5	79.8	\$870,000.00	\$1,131,000.00

⁽¹⁾Adjusted cost for appropriate construction duration/design services during construction

While Gannett Fleming's proposal was the highest technically ranked, their original cost proposal (\$959,000.00) was higher than we anticipated for the scope of services; it was believed that clarification as to the basis for their proposed cost was necessary. A discussion was held with representatives of Gannett Fleming to discuss their cost proposal, the scope of services, and the anticipated project scope. **After discussions, Gannett Fleming submitted a revised cost proposal of \$661,000.00 (\$859,300.00 with contingency) for this project.**



Subject: Recommendation of Firm for Design Services
Bay Park Sewage Treatment Plant
Effluent Screening and Disinfection Improvements
Proposed Agreement No. S35121-11C

Richard R. Walker
Chief Deputy County Executive

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: June 10, 2016

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract No: S35121-11C

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:

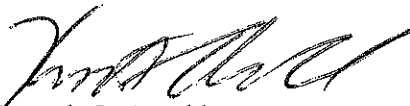
Consulting engineering design and design services during construction to prepare contract documents for the needed improvements to the existing Effluent Screening and Disinfection Facility at the Bay Park Sewage Treatment Plant.

2. The work involves the following:

Prepare a technical design report and biddable plans and specifications to correct the deficiencies in the existing effluent screening and disinfection facility. This will involve replacing and upgrading the effluent screens, screened effluent valves, slide gates, chemical disinfection piping, miscellaneous HVAC work and associated electrical and instrumentation upgrades.

3. An estimate of the cost is: \$860,000.00 (design)
4. An estimate of the duration is: Ten (10) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 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:WSN:JLD:rp

- c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Patricia Kivo, Unit Head, Human Resources
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II
Damon W. Urso, Sanitary 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.

Stephen Hadjiyane, Vice President

7/12/16

Name and Title of Authorized Representative

m/d/yy



Signature

7/12/16

Date

Gannett Fleming Engineers and Architects, PC

Name of Organization

Suite 300, 100 Crossways Park West, Woodbury, NY 11797-2012

Address of Organization



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2016

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 Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Janice Bolton PHONE (A/C, No, Ext): 717-761-4600, Ext. 3031 FAX (A/C, No): 717-761-6159 E-MAIL ADDRESS: J.Bolton@GunnMowery.com														
INSURED Gannett Fleming Engineers & Architects, PC 100 Crossways Park West Suite 300 Woodbury NY 11797-2012	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :PA Manufacturers' Assoc Ins Co.</td><td>12262</td></tr><tr><td>INSURER B :Merchants Mutual Insurance Co.</td><td>23329</td></tr><tr><td>INSURER C :PA Manufacturers Indemnity Co.</td><td>41424</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :PA Manufacturers' Assoc Ins Co.	12262	INSURER B :Merchants Mutual Insurance Co.	23329	INSURER C :PA Manufacturers Indemnity Co.	41424	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :PA Manufacturers Indemnity Co.	41424														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 2053104127

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
C A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	3016012907384A 3016012907384B	2/1/2016 2/1/2016	2/1/2017 2/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP. \$1,000 <input checked="" type="checkbox"/> COLL. \$1,000	Y	Y	1516012907384	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP0000069	2/1/2016	2/1/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Y	2016012907384A 2016012907384B	2/1/2016 2/1/2016	2/1/2017 2/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000* E.L. DISEASE - EA EMPLOYEE \$1,000,000* E.L. DISEASE - POLICY LIMIT \$1,000,000*

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

*Effective 02/01/2016 Limit \$500,000. Effective 03/29/2016 limit increased to \$1,000,000.

When required by Signed Contract in Advance of Loss Blanket Additional Insured, Waiver of Subrogation applies, Primacy applies.
1008-0 RFP No. PQ-S35121-11C; Design Services. The following are considered as Additional Insureds for General Liability as per written contract: Nassau County. [Il-Woodbury]

CERTIFICATE HOLDER**CANCELLATION 90**COUNTY OF NASSAU
COUNTY OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY NY 11590

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

6/1/2017

DATE (MM/DD/YYYY)

6/7/2016

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(les) 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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1361922 GANNETT FLEMING ENGINEERS & ARCHITECTS, P.C. 100 CROSSWAYS PARK WEST, SUITE 300 WOODBURY NY 11797	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	020720848	6/1/2016	6/1/2017	\$10,000,000 PER CLAIM; \$10,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1008-0 RFP No. PQ-S35121-IIC; Design Services. [II-Woodbury]

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 1: MUNICIPAL INFORMATION

Recipient/Municipality:		County:	
SRF Project No.:	GIGP No.:	Contract ID:	Registration No. (NYC only):
Minority Business Officer:		Email:	Phone #:
Address of MBO:			
Signature of MBO: (Required even if Authorized Rep. is filled out) <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:
<i>Complete if applicable: MBO may authorize representative to complete & submit quarterly payment reports.</i>			
Authorized Representative:		Title:	
Authorized Rep. Company:		Email:	Phone #:
Electronic Signature of Authorized Rep.: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION

If contract is performed through an MWBE Joint Venture or Teaming Arrangement please submit the additional form found at www.efc.ny.gov/mwbe					
Firm Name: Gannett Fleming Engineers and Architects, PC			Contract Type: <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Other Services		
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.					
Address: Suite 300, 100 Crossways Park West, Woodbury, NY 11797		Phone #: (516) 364-4140	Fed. Employer ID #: 23-2935505		
Description of Work: Professional engineering services to improve the effluent screening and disinfection facility at the Bay Park STP					
Award Date: TBD	Start Date: TBD	Completion Date: TBD			
Total Contract Amount: \$ 661,000					
MWBE Eligible Contract Amount: \$ 132,200					
(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)					
		MBE: 15.5% \$ 102,455	PROPOSED MWBE Participation		
		WBE: 4.5% \$ 29,745	WBE: 4.5% \$ 29,745		
		Total: 20% \$ 132,200	Total: 20% \$ 132,200		
<i>If waivers are requested, documentation must be attached:</i> <input type="checkbox"/> Full Waiver (No Participation) <input type="checkbox"/> Partial Waiver (Short of the MWBE Goal)					
<input type="checkbox"/> Specialty Equipment/Services Waiver (must be of SIGNIFICANT cost - list of equipment and cost & good faith effort documentation must be attached) <input checked="" type="checkbox"/> Electronic Signature of Contractor: I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.					Date: 07/25/16
Name (Please Type): Stephen Hadjiyane, PE, BCEE, Vice President					

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 3: UTILIZATION PLAN

This Submittal is: <input checked="" type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:			
NYS Certified M/WBE Contractor & Subcontractor Info (MBO to check certifications)			
Name: Savin Engineers, PC	Fed. Employer ID#: 06-1241917	Contract Amount:	For EFC Use:
Address: 3 Campus Drive, Pleasantville, NY 10570	Phone #: (914) 769-3200	MBE (\$)	WBE (\$)
Scope of Work: Heating, Ventilation, and Electrical Engineering	Email: smartino@savinengineers.com	\$102,455	
Select Only One: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date: TBD		
Full Contract Amount: \$ 661,000	Completion Date: TBD		
Name: Nasco Construction Services, Inc.			
Address: 200 Business Park Drive, Armonk, NY 10504	Fed. Employer ID#: 13-3687343		
Scope of Work: Cost Estimating	Phone #: (914) 765-0984		
Select Only One: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other:	Email: EHiney@nasco-ny.com	\$29,745	
Full Contract Amount: \$ 661,000	Start Date: TBD		
Completion Date: TBD			
Name:			
Address:	Fed. Employer ID#:		
Phone #:			
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Full Contract Amount: \$	Completion Date:		
Name:			
Address:	Fed. Employer ID#:		
Phone #:			
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Full Contract Amount: \$	Completion Date:		
Name:			
Address:	Fed. Employer ID#:		
Phone #:			
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Full Contract Amount: \$	Completion Date:		

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 4: EEO STAFFING PLAN (*Service Providers Only* - Instructions on the following page)

Municipality: NCDPW	County: Nassau	SRF Project No.: S35121-11C	Contract ID: PW-S35121-11C
Service Provider Name: Gannett Fleming Engineers and Architects, PC		Date: 07/25/16	

Report Includes – Please select one from the options below:

☐ Workforce utilized on this contract

☒ Reporting Entity – Please select one from the options below:

☒ Contractor/subcontractor's total workforce

☐ Prime Service Provider

☐ Subcontractor

Job Categories	Hispanic/ Latino		Not Hispanic or Latino											
			Male						Female					
	Male	Female	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races
Senior Level Officials/Managers	5	2	129	0	0	6		1	3	1	0	0	0	0
Mid-Level Officials/Managers	3	0	183	6	1	9	0	1	10	0	0	0	0	0
Professionals	31	15	678	13	1	52	0	9	214	10	0	14	0	3
Technicians	18	3	224	24	0	16	0	3	59	3	0	4	0	1
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	4	15	1	0	0	0	0	131	7	0	5	0	6
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	57	24	1229	44	2	83	0	14	417	21	0	23	0	10
Journeypersons														
Apprentices														
Trainees														

Electronic Signature of Service Provider: ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.
Name (Please Type): Stephen Hadjyane, PE, BCCE, *Vice President* **Date:** 07/25/16

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 4: EEO STAFFING PLAN (*Service Providers Only* - Instructions on the following page)

Municipality: NCDPW	County: Nassau County	SRF Project No.: S35121-11C	Contract ID:
Service Provider Name: Savin Engineers, PC		Date: 7/25/16	PW-S35121-11C

Report Includes -- Please select one from the options below:

☐ Workforce utilized on this contract

☒ Contractor/subcontractor's total workforce

Reporting Entity -- Please select one from the options below:

☐ Prime Service Provider

☒ Subcontractor

Job Categories	Hispanic/Latino		Male							Not Hispanic or Latino						
	Male	Female	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races		
Senior Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	2	3	58	14	0	13	0	0	1	1	0	2	0	0	0	0
Technicians	2	0	23	8	0	0	0	0	1	1	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	4	5	4	0	1	0	0	9	7	0	2	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	4	7	81	26	0	14	0	0	11	9	0	4	0	0	0	0
Journeypersons																
Apprentices																
Trainees																

Electronic Signature of Service Provider: ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.
Name (Please Type): R. Srinivasaraghavan, Ph.D., P.E. Date: 07/25/16

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form
(Revised 09/2014)

SECTION 4: EEO STAFFING PLAN (*Service Providers Only* - Instructions on the following page)

Municipality: NCDPW	County: Nassau County	SRF Project No.: S35121-11C	Contract ID: PW-S35121-11C
Service Provider Name: Nasco Construction Services, Inc.		Date: 7/25/16	

Report Includes – Please select one from the options below:

- ☐ Workforce utilized on this contract
- ☒ Contractor/subcontractor's total workforce

Reporting Entity – Please select one from the options below:

- ☐ Prime Service Provider
- ☒ Subcontractor

Job Categories	Hispanic/ Latino		Not Hispanic or Latino												
			Male					Female							
	Male	Female	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	White	Black/ African American	Native Hawaiian/ Other Pacific Islander	Asian	Native American/ Alaska Native	Two or More Races	
Senior Level Officials/Managers	0	0	2	0	0	0	0	0	0	1	0	0	0	0	0
Mid-Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	3	0	0	0	0	0	0	1	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	9	0	0	0	0	0	0	4	0	0	0	0	0
Journeypersons															
Apprentices															
Trainees															

Electronic Signature of Service Provider: ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.
Name (Please Type): Ioan Dretler **Date:** 07/25/16