



E-16617

Contract ID: CFPW11000007

Department: Public Works

Capital: X

SERVICE: Design- Bay Park Grit Removal

NIFS ID #: CLPW17000007

NIFS Entry Date: 07-MAR-17

Term: from 28-DEC-10 to 28-DEC-18

Amendment
Time Extension: X
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Gannett Fleming Engineers, P.C.	Vendor ID#: 52-2151596
Address: 100 Crossways Park West Suite 300 Woodbury, NY 11797	Contact Person: Stephan Hadjiyane
	Phone: 516-364-4140

Department:
Contact Name: Damon Urso
Address: Cedar Creek WPCP, Bldg R 3340 Merrick Road Wantagh, NY 11793
Phone: 516-571-7534

2017 APR 17 P 3:09
NASSAU COUNTY ATTORNEY

Routing Slip

Department	NIFS Entry: X	11-APR-17 -- LDIONISIO
Department	NIFS Approval: X	13-JUL-17 -- KARNOLD
DPW	Capital Fund Approved: X	13-JUL-17 -- KARNOLD
OMB	NIFA Approval: X	14-JUL-17 -- RDALLEVA
OMB	NIFS Approval: X	13-JUL-17 -- MVOCATURA
County Atty.	Insurance Verification: X	13-JUL-17 -- AAMATO

County Atty.	Approval to Form: X	13-JUL-17 -- NSARANDIS
Dep. CE	Approval: X	17-JUL-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	14-JUL-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Amendment to continue design services during construction required to complete work on construction of the Bay Park Grit Facility Improvements. This project, when completed, will provide improvements to the Grit facility that will ensure its continued reliability for the next 25 year life cycle, while decreasing operation and maintenance burdens.
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: On September 21, 2010, the Department issued an RFP (request for proposals) to procure design services for the Grit Facility. Four (4) Firms responded and their proposals were evaluated. The Firm of Gannett Fleming received the highest technical rating & proposed a reasonable cost. The justification for selecting the Firm of GF was approved by the office of the County Executive on December 27, 2010.
Description of General Provisions: This Amendment No. 2 requests continued design services during construction to this ongoing project, as well as completion of the one year project certification.
Impact on Funding / Price Analysis: Design on the project did not commence until March 2012 upon the completion of a Technical Design Report that required GF to investigate alternative grit removal technologies. During the subsequent design period, Hurricane Sandy delayed the completion of design resulting in bid advertisement commencing on February 21, 2014 with Bid opening on April 1, 2014. Notice to proceed with construction occurred a year later on April 20, 2015. The project is scheduled for completion by July 18, 2017. We are requesting an extension of the contract Term for two (2) years. NO ADDITIONAL FUNDING REQUESTED.
Change in Contract from Prior Procurement: EXTENSION OF TIME ONLY
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW					
Control:	3B	Revenue		1	PWCSWCSW/3B12	\$ 0.01
Resp:	120	Contract:			0/00002	\$ 0.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CL	Federal	\$ 0.00			\$ 0.00
Project #:	3B120	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						

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

1. **Vendor:** Gannett Fleming Engineers, P.C.

2. **Dollar amount requiring NIFA approval:** \$.01

Amount to be encumbered: \$.01

This is a 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:**

Has work or services on this contract commenced? Y _____

If yes, please explain: Amendment to existing contract

4. **Funding Source:**

General Fund (GEN)

Grant Fund (GRT)

X Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

N

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

N

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

Amendment to continue design services during construction required to complete work on construction of the Bay Park Grit Facility Improvements. This project, when completed, will provide improvements to the Grit facility that will ensure its continued reliability for the next 25 year life cycle, while decreasing operation and maintenance burdens.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. **Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount

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.

RDALLEVA

14-JUL-17

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with Gannett Fleming Engineers, P.C. in connection with Grit Removal Facility Improvements at the Bay Park Sewage Treatment Plant, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

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, P.C.

CONTRACTOR ADDRESS: 100 Crossways Park West, 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. X This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on June 28, 2011. 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 evaluation of four (4) proposals were received in response to our Request for Proposals. This amendment is to extend the Term of the contract and does not change the dollar amount of the Agreement.

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

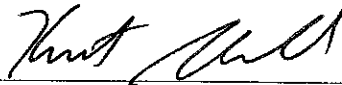
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

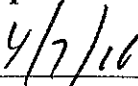
VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at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

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

X. ☐ 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


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.
Compt. form Pers./Prof. Services Contracts: Rev. 03/16

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, P.C.

Dated: 4/17/17

Signed: [Signature]

Print Name: Stephen Hadjiyane

Title: 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.

None

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

None

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

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

None

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

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

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.

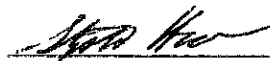
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: 2/14/17

Signed:



Print Name:

Stephen Hadjiyane

Title:

President

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

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 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 01/03/2014
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 01/03/2014 ____/____/____
(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 50% and John W. Kovacs owns 50%.**
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.

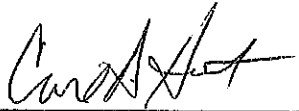
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for 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 9th day of JANUARY 2017



Notary Public

Gannett Fleming Engineers, PC

Name of submitting business

John Kovacs

Print name

Signature

Senior Vice President/Secretary

Title

1, 9, 2017

Date

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Carl A. Hunt, Notary Public

Green Tree Boro, Allegheny County

My Commission Expires Dec. 27, 2020

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**Attachment 1
Principal Questionnaire Form
Question 5**

James R. Laurita

Company	Title
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Director
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Chairman
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	President
GFEPC - Gannett Fleming Engineers, P.C.	Director
GFEPC - Gannett Fleming Engineers, P.C.	Chairman
GFINC - Gannett Fleming, Inc.	Senior Vice President

John W. Kovacs

Company	Title
GeoBuild - GeoBuild, LLC	Director
GeoBuild - GeoBuild, LLC	Chairman
GeoBuild - GeoBuild, LLC	Chief Executive Officer
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Director
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Senior Vice President
GFEPC - Gannett Fleming Engineers, P.C.	Director
GFEPC - Gannett Fleming Engineers, P.C.	Senior Vice President
GFEPC - Gannett Fleming Engineers, P.C.	Secretary
GFINC - Gannett Fleming, Inc.	Director
GFINC - Gannett Fleming, Inc.	Senior Vice President
GMEXICO - Gannett Fleming México, S. de R.L. de C. V.	Secretary
GMEXICO - Gannett Fleming México, S. de R.L. de C. V.	Member
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	Director
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	Chairman
GFMICHIGAN - Gannett Fleming of Michigan, Inc.	President
HETAGER - L. G. Hetager Drilling, Inc.	Director
HETAGER - L. G. Hetager Drilling, Inc.	Chairman
PUNXSYDRILLING - Punxsy Drilling Company	Director
PUNXSYDRILLING - Punxsy Drilling Company	Chairman

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 ____/____/____ Treasurer ____/____/____
Chairman of Board 12/31/2009 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 50% and John W. Kovacs owns 50%.**
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.

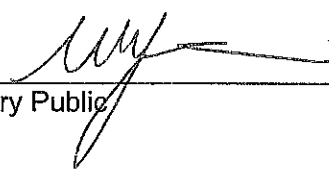
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for 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 16th day of January 2017



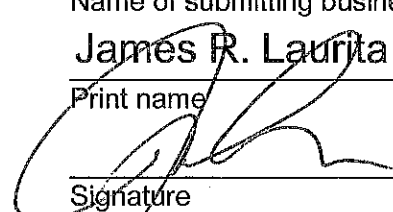
Notary Public

Gannett Fleming Engineers, PC

Name of submitting business

James R. Laurita

Print name

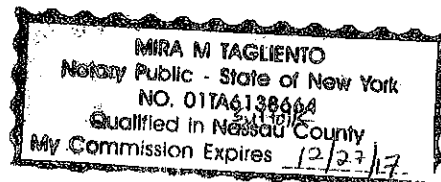


Signature

Chairman

Title

1/16/17
Date



**Attachment 1
Principal Questionnaire Form
Question 5**

James R. Laurita

Company	Title
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Director
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Chairman
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	President
GFEPC - Gannett Fleming Engineers, P.C.	Director
GFEPC - Gannett Fleming Engineers, P.C.	Chairman
GFINC - Gannett Fleming, Inc.	Senior Vice President

John W. Kovacs

Company	Title
GeoBuild - GeoBuild, LLC	Director
GeoBuild - GeoBuild, LLC	Chairman
GeoBuild - GeoBuild, LLC	Chief Executive Officer
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Director
GFEAPC - Gannett Fleming Engineers and Architects, P.C.	Senior Vice President
GFEPC - Gannett Fleming Engineers, P.C.	Director
GFEPC - Gannett Fleming Engineers, P.C.	Senior Vice President
GFEPC - Gannett Fleming Engineers, P.C.	Secretary
GFINC - Gannett Fleming, Inc.	Director
GFINC - Gannett Fleming, Inc.	Senior Vice President
GFMECHICO - Gannett Fleming México, S. de R.L. de C. V.	Secretary
GFMECHICO - Gannett Fleming México, S. de R.L. de C. V.	Member
GFMECHIGAN - Gannett Fleming of Michigan, Inc.	Director
GFMECHIGAN - Gannett Fleming of Michigan, Inc.	Chairman
GFMECHIGAN - Gannett Fleming of Michigan, Inc.	President
HETAGER - L. G. Hetager Drilling, Inc.	Director
HETAGER - L. G. Hetager Drilling, Inc.	Chairman
PUNXSADRILLING - Punxsy Drilling Company	Director
PUNXSADRILLING - Punxsy Drilling Company	Chairman

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 Stephen Hadjiyane
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 100 Crossways Park West, Suite 300
City/state/zip Woodbury, NY 11797
Telephone 516-364-4140
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 06 / 16 / 2016 Treasurer 06 / 16 / 2016
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 03 / 03 / 1999 _____
(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 NO x ;
If Yes, provide details.

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

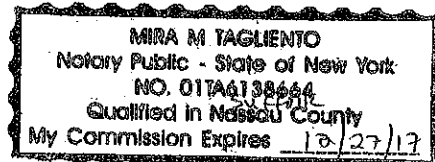
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, 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 17 day of January 2017



Notary Public

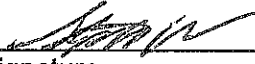


Gannett Fleming Engineers, PC

Name of submitting business

Stephen Hadjiyane

Print name



Signature

President

Title

January 13, 2017

1/11/17
Date

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: January 13, 2017

1) Proposer's Legal Name: Gannett Fleming Engineers, PC

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: 83-241-9894

5) Federal I.D. Number: 52-2151596

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

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

Yes ☒ No ☐ If Yes, please provide details: Shares space with Gannett Fleming Engineers and Architects, P.C.

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

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ____ If Yes, provide details. GFEAPC is an affiliate of GFEPC and the entity is controlled by Gannett Fleming, Inc. The shareholders of GFEPC are James R. Laurita and John W. Kovacs.
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ____ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ____ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ____ No 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 ____ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No 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 ____ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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. See attached answers for this section.

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

- i) Date of formation;
 - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
 - iii) Name, address and position of all officers and directors of the company;
 - iv) State of incorporation (if applicable);
 - v) The number of employees in the firm;
 - vi) Annual revenue of firm;
 - vii) Summary of relevant accomplishments
 - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business. 101
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. See attached answers for this section.
- 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, PE

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 John 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

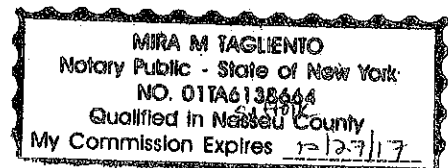
CERTIFICATION

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Sworn to before me this 16th day of January 2017

Notary Public



Name of submitting business: Gannett Fleming Engineers, PC

By: Stephen Hadjiyane

Print name

Signature

President

Title

Date

1 16 17

Answers to Question A

A. - See Appendix A

i. - 3/3/1999; Name Change 9/4/2002

ii. -

(50% Ownership) Laurita, James R. - Chairman - [REDACTED]

(50% Ownership) Kovacs, John W. - Senior Vice President and Secretary - [REDACTED],
[REDACTED]

iii. -

Laurita, James R - Chairman
[REDACTED]
Hadijane, Stephen - President and Treasurer
[REDACTED]
Kovacs, John W - Senior Vice President and Secretary
[REDACTED]
Augustin, Lars- Vice President and Assistant Secretary
[REDACTED]
Hair, Glen L - Vice President
[REDACTED]
Inyard, Frederick H - Vice President
[REDACTED]
Schweiger, Paul G - Vice President
[REDACTED]

iv. - New York

v. - 2096

vi. -

Gannett Fleming Engineers, P.C. is an affiliate of Gannett Fleming, Inc. and its annual revenue for 2016 was \$375,096,000.

vii. - See Appendix A

viii. - See Attached Certificate

Answer to Question C

See Appendix A

**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.

D. E. Lentivech
DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011949



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

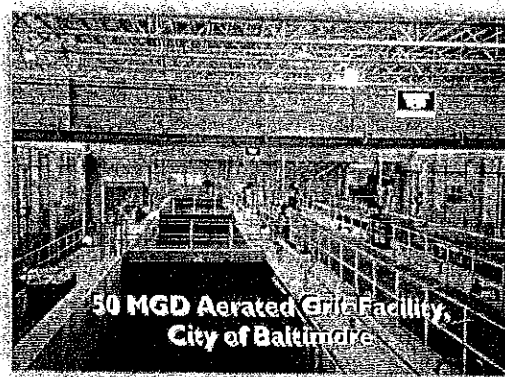
Appendix A



EXPERIENCE/QUALIFICATIONS OF THE FIRM

Gannett Fleming Engineers, P.C., an affiliate of Gannett Fleming, Inc., is headquartered in Nassau County, New York. GF is a multi-disciplined consulting engineering firm with 95 years of experience serving private and public clients. GF has evolved from a three-person firm in 1915 to currently employing more than 2,000 highly qualified, dedicated individuals that provide an array of services in the water/wastewater, facilities, transportation, environmental, and information technology disciplines. The most recent ranking in *Engineering News Record* (ENR) places the firm at #47 in the overall Top 500 Design Firms, #27 among the Top 100 "Pure" Designers, and #73 among the Top 200 Environmental Firms in the country. Our Nassau County office will be dedicated to assisting NCDPW complete this project. Table 1, located at the end of this section, summarizes GF's relevant project experience and is followed by descriptions of select projects.

- Experience working with Nassau County
- Ranked by ENR No. 47 of the top U.S. Engineering Design Firms
- Headquartered in Nassau County



The GF Team includes Alden Research Laboratory, Inc., a National leader in CFD modeling, and Chu & Gassman, who assisted with the TDR report preparation for this project and will complete the HVAC design.



Wastewater Experience – Grit Removal and Screening Systems

Our process engineers are nationally recognized experts in primary treatment and screening technologies. The firm has designed over 300 wastewater treatment plants, headworks, raw sewage pumping stations, screenings, grit removal, and solids handling systems. These treatment plants vary widely in capacity and the degree of treatment; capacities range up to 395 MGD

and treatment includes primary, secondary and tertiary levels. We have worked closely with many large cities, including New York City, Baltimore and Washington D.C., and we understand the application and costs of screenings, degritters, cyclones, washers, and solids handling systems.

We are currently assisting the Nassau County Department of Public Works, Suffolk County Department of Public Works, Village of Northport, NYC Department of Environmental Protection (NYCDEP), and the Town of Greenwich with upgrades to their treatment plants.

Our **Square Horizontal Flow Detritor** experience includes the City of Lebanon and Harrisburg, PA, which are very similar to the Bay Park tanks. GF is currently upgrading the City of Lebanon plant.

Our **Grit Removal and Solids Handling Systems** experience includes the projects on Table 2.

- **Designed over 300 WWTPs**
- **Leading experts in Primary Treatment/Screening, Grit Removal and Solids Handling Systems**
- **Designed State-of-the-Art Screenings /Grit Removal Facilities**
- **Retrofits of existing Grit Removal Facilities**
- **Square Horizontal Flow Detritor Experience**



TABLE 2

Project (Client, State – WWTP)	Flow Rate (MGD)	Grit Removal System (New and Retrofits)
City of Lebanon, PA - Lebanon	8	square horizontal flow detritor
The Harrisburg Authority, PA – Harrisburg	36	2 parallel square horizontal flow detritors
Borough of Grove City, PA – Mercer County	9	aerated grit tanks cyclone degritter/classifiers
Suffolk County DPW, NY – Bergen Point	30	2 parallel aerated grit tanks
Village of Northport, NY - Northport	0.5	grit auger removal system
NYCDEP, NY – Newtown Creek	310	new solids handling facility; grit classification and handling systems (construction management; constructability review)
NYCDEP, NY – Port Richmond	60	cyclone degritter replacement
Town of Greenwich DPW, CT – Grass Island	34	2 parallel aerated grit tanks
Greater Hazleton Joint Sewer Authority, PA – Greater Hazleton	40	2 parallel aerated grit tanks
City of Baltimore DPW, MD – Patapsco	88	6 parallel aerated grit chambers
City of Atlantic Beach, FL – Buccaneer	20	grit auger removal system
Charlotte-Mecklenburg Utility Department, NC – Sugar Creek	20	2 parallel aerated grit tanks
Charlotte-Mecklenburg Utility Department, NC – Irwin Creek	15	2 parallel aerated grit tanks

Grit Removal Customized Systems & Modeling

GF specializes in improvement to manufacturers standard "catalogue" aerated grit removal system designs. We have designed retrofits of grit systems that did not adequately capture grit and grit that accumulated in influent channels. Retrofits have included improvement to settling zones (FRP baffles) and distribution zones.

We have also conducted particle size distribution, specific gravity and organic fractions analyses of solids to project solids loadings. This information is incorporated into a computer model to project deposition and scour velocity profiles.



Square Horizontal Flow Detritors

The square horizontal flow detritor has been in use for many years and GF has designed similar facilities at the City of Lebanon and Harrisburg WWTPs. The critical feature of this design is the influent is distributed over the tank cross section by the use of deflector gates similar to the Bay Park design. The water flows in a straight line across the tank and overflows into a discharge weir. Project details highlighting our specific experience with these system designs have been included in the Appendices.



Cyclone Degritters

GF has evaluated improvements to cyclone degritters involving various types of liners (Apex liners and cone liners). Liner systems available include gum rubber, ceramic and neoprene. The impacts of high velocity on the cyclone operation is critical and experience with these systems is needed to select the best liner for the plant operation. GF is familiar with the various cyclone degritters on the market today including Krebs, WEMCO and Dorr-Oliver.

Odor Control

Our process engineers are nationally recognized experts in odor control technologies. The firm has designed over 50 odor control systems. We have designed numerous single stage and multi-stage scrubbers, carbon adsorption, and bio-filter systems. These systems vary widely in capacity and the type of treatment; capacities range up to 30,000 scfm and odors from headworks, thickeners, sludge dewatering and sludge storage facilities.

- Experience with Grit Classifiers, Cyclones and Wash Systems
- Operations Experience with Square Horizontal Flow Deflector Gate Adjustments
- Experience with NCDPW Operations and Maintenance Staff



We have worked closely with many large cities including New York City, Baltimore, and Washington D.C. and we understand the application and costs of odor control systems.

The Greenwich Connecticut Wastewater Treatment Plant (WWTP) is similar to NCDPW Cedar Creek WPCP and Bay Park STP because it is adjacent to a seaside community with residential homes within several hundred yards of the treatment plant. GF has been working with the Town of Greenwich for over 20 years controlling odors with various plant upgrades.



We have recently completed a multi-stage scrubber for the Town of Greenwich for their sludge dewatering facilities. This project involved a 25,000 scfm multi-stage scrubber, make-up air heating unit and collection and exhaust ductwork. We have also completed an odor survey for Cranberry Township, PA that involved identifying odor release sources and the compounds in the influent wastewater that contributed to odors throughout the plant.

Plant Operations

GF provides a wide variety of operational services, including operator training, operating manuals, facility start-up, troubleshooting, and diagnostic evaluations. We have experienced staff that can work with NCDPW operations and maintenance departments to select the best upgrades. The operations staff includes certified wastewater treatment plant operators who understand the needs of the Nassau County plant operators and how to respond to them. ***GF currently provides these services to approximately 90 municipal clients.*** Our ability to understand the operator's needs and point of view has helped us establish many long-term client relationships.



Construction Services

GF has provided construction-related services for approximately 100 wastewater treatment plants, numerous pump stations, and many thousands of miles of conveyance and collection systems. We provide all of the necessary management components from pre-design through design, construction, and post construction, and our construction management services are tailored to the specific needs, size, and complexity of each individual wastewater project.

Operational and Diagnostic Evaluations/Manuals

GF has performed diagnostic evaluations at plants designed by us and by others. We have also conducted broad evaluations of a large number of plants to determine causes of noncompliance or inefficient operation. Pilot, full-scale and demonstration programs are used to confirm the effectiveness of process and operating alternatives. We have experience in solving problems at treatment plants and pumping stations. The U.S. Environmental Protection Agency (EPA) retained us to conduct studies of the biological systems at over 120 treatment plants, and we have prepared many operations and maintenance manuals which were "proofed" in the field by plant operator's personnel.

MBE/WBE Requirements

GF will work with several MBE/WBE firms we have on master contracts to satisfy the continuing MBE/WBE goals for this project, as required by Local Law No. 14-2002.

Chu & Gassman

Chu & Gassman is a certified Small Business and Minority Business Enterprise (MBE) originally incorporated in New York City, New York in 1977. Chu & Gassman currently has two centrally located offices in the region; New York City, New York, and Middlesex, New Jersey.

Chu & Gassman will provide the HVAC engineering services for this project. They have previous experience at the **Bay Park STP** Grit Facility, providing them with insight and understanding of the project and site conditions.



Chu & Gassman has worked on the upgrade of New York City's largest wastewater plant, Newtown Creek WPCP, and many other major wastewater plants such as Bay Park, Flushing Bay, Bowery Bay, Hunts Point, and 26th Ward. Construction costs for each of these upgrades are in excess of \$100M. Design effort included development of 5kV, 15kv, and 27 kV Electrical Substations, Power Distribution, Instrumentation and Process Control, Ventilation and Aeration Systems, Generation and Generation Control, etc. Chu & Gassman is also engaged in the preliminary and final design of the HVAC systems and a portion of the electrical system for the Catskill & Delaware UV Treatment Facilities. This project utilizes ultra violet light to disinfect the Catskill and Delaware water supplies, which provides New York City with up to 90% of the nearly two billion gallons of water consumed daily.

Alden Research Laboratory, Inc. (Alden)

Founded in 1894, Alden is the oldest continuously operating hydraulic laboratory in the United States and one of the oldest in the world. From the early days of hydropower development and aviation, through World Wars I and II, and into the modern world defined by environmental needs, Alden has been a recognized leader in the field of fluid dynamics consulting, research and development.

Mathematical modeling has a broad range of applications and is a reliable, cost effective method for solving many complex flow related problems. Alden combines a century-long history of solving flow problems using physical modeling techniques with state-of-the-art CFD to offer clients the most effective method for fluid flow analysis. Studies are conducted using one of three featured three-dimensional fluid flow simulation software programs - FLUENT, Flow3D or the MIKE suite of hydrodynamic models, depending on the type of flow problem being considered. Each software package incorporates program modules for mesh generation, boundary condition specification, problem setup, solution and post-processing phases of a flow analysis. Program capabilities include the calculation of viscous incompressible and compressible, internal, external and free surface turbulent flows including thermal effects,



chemical reactions and combustion models. Alden also incorporates post processing software FIELDVIEW and ENSIGHT for accurate analysis of simulation results.

CFD is a powerful tool for fluid flow analysis requiring the expertise of experienced engineers to develop and execute the necessary computer models and interpret the simulation results. With this in mind, Alden has developed a highly skilled modeling team consisting of four Ph.D.'s with over 40 combined years of experience in numerical modeling.

Nasco Construction Services (Nasco)

Nasco is a construction management and cost consulting firm that specializes in preparing cost estimates for all design and construction disciplines. They have over 42 years of estimating experience and regularly estimate over 250 projects per year in all areas of construction; including new construction, renovations and rehabilitations of various projects including WPCPs.

They have been in operation since 1966 during which time they have had extensive estimating experience in virtually all phases of Structural, Architectural, Electrical, Mechanical, Vertical Transportation, and Hazardous Materials.

Because of their construction management work they are able to translate their market place experience into accurate reliable cost estimates.

TABLE 1
Gannett Fleming Relevant Project Experience

Gannett Fleming Relevant Project Experience	Screening/Solids Handling Systems	Grit Removal	Planning & Design	Nitrogen Removal	Odor Control	Electrical/Instrumentation	Operation & Maintenance	UV Disinfection	Architectural	Structural	Tertiary Filters
Nassau County DPW, Cedar Creek WPCP Repair/Replacement of Gas Valves, Swivel Joints and Related Appurtenances of Digester Covers, Wantagh, NY			✓			✓					
Suffolk County DPW, Sewer District 21 - SUNY Stony Brook, Stony Brook, NY			✓	✓	✓	✓		✓	✓	✓	
Suffolk County DPW, Bergen Point WWTP Grit Facilities, Suffolk County, NY	✓	✓	✓			✓			✓		
Suffolk County DPW, Yaphank, NY			✓	✓		✓			✓	✓	
Village of Northport, Northport, NY	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓
AIL Systems, Deer Park, NY			✓	✓		✓			✓		
Ridgehaven Sewage Treatment Plant, Ridge, NY			✓	✓		✓	✓		✓	✓	
Suffolk County Community College, Eastern Campus, Suffolk County, NY			✓	✓		✓	✓				
NYCDEP, Newtown Creek WPCP Construction of the Central Residuals Building (Screenings/Handling), Brooklyn, NY	✓	✓				✓					
NYCDEP, North River WPCP, Manhattan, NY			✓		✓	✓					
NYCDEP, Oakwood Beach WPCP, Staten Island, NY	✓		✓			✓			✓		
NYCDEP, Port Richmond WPCP, Staten Island, NY	✓	✓	✓			✓			✓		
NYCDEP, 26th Ward WPCP, Staten Island, NY			✓			✓			✓	✓	
Town of Greenwich DPW, Grass Island WWTP Phase I, Greenwich, CT	✓	✓	✓	✓	✓	✓		✓	✓		
Town of Greenwich DPW, Grass Island WWTP Phase II, Greenwich, CT	✓		✓	✓	✓	✓	✓	✓	✓		
Greater Hazleton Joint Sewer Authority, Greater Hazleton WWTP Upgrades, Hazleton, PA	✓	✓	✓	✓	✓	✓		✓	✓		
Midway Sewerage Authority, Wastewater Capital Improvement Project, Washington County, PA	✓		✓	✓	✓	✓	✓	✓	✓		
Pennsylvania-American Water Company, Pocono Country Development WWTP, Pocono County, PA			✓	✓	✓	✓		✓	✓		

**Gannett Fleming
Relevant Project Experience**

	Screening/Solids Handling Systems	Grit Removal	Planning & Design	Nitrogen Removal	Odor Control	Electrical/Instrumentation	Operation & Maintenance	UV Disinfection	Architectural	Structural	Tertiary Filters
Adams County Board of Commissioners, Hunterstown WWTP, Hunterstown, PA		✓	✓	✓		✓	✓	✓	✓	✓	
White Run Regional Municipal Authority, Additions and Alterations to WWTP, Gettysburg, PA			✓	✓		✓	✓		✓	✓	
Adams County Board of Commissioners, WWTP, Adams County, PA		✓	✓	✓	✓	✓	✓	✓	✓	✓	
Duncannon Borough Municipal Authority, Additions and Alterations to WWTP, Duncannon, PA			✓	✓		✓	✓		✓	✓	
Frederick County DPW, Spring Ridge WWTP, Frederick County, PA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
City of Atlantic Beach, Buccaneer WWTP Expansion - Grit Removal Systems, Atlantic Beach, FL	✓	✓	✓	✓	✓	✓			✓	✓	
Clay County Utilities Authority, Fleming Island Reclamation Facility, Green Spring Cove, FL			✓	✓		✓	✓		✓	✓	
City of Salisbury WWTP, Salisbury, MD			✓	✓	✓	✓	✓		✓	✓	
City of Baltimore DPW, Patapasco Grit Removal Facility, Baltimore, MD	✓	✓	✓	✓		✓	✓		✓	✓	
Washington D.C. DPW, WWTP, Washington, DC	✓		✓	✓	✓	✓	✓		✓	✓	
Charlotte-Mecklenburg Utility Department, Irwin Creek WWTP Headworks Screening Facility Upgrades, Charlotte, NC	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
Charlotte-Mecklenburg Utility Department, Sugar Creek WWTP Headworks Screening Facility Upgrades, Charlotte, NC	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
City of Lebanon WWTP Upgrade, Lebanon, PA	✓	✓	✓			✓	✓				
City of Harrisburg WWTP Upgrade, Harrisburg, PA	✓	✓	✓			✓	✓				



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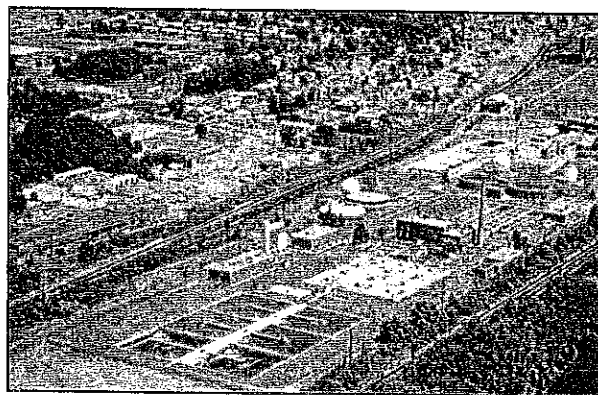
HARRISBURG ADVANCED WASTEWATER TREATMENT FACILITIES DETRITOR GRIT SYSTEMS SQUARE HORIZONTAL FLOW

Gannett Fleming designed the original wastewater treatment plant for the City of Harrisburg in the 1950s. The project serves the City and six surrounding municipalities. The original plant was completed in 1959 and included a network of interceptor sewers, two major pumping stations, a force main and the primary treatment plant. The City's sewer system was substantially of the combined type and the project included design and construction of 50 combined sewer regulator chambers.

The project included upgrade to the pumping stations and headworks, high purity oxygen activated sludge in three trains, six 102-foot square final clarifiers, a return sludge pumping station, chemical storage feed facilities, and a cryogenic oxygen generation facility. For removal of grit, two square horizontal flow detritors in parallel are provided. Each detritor can accommodate up to 36 MGD and remove 95% 65-mesh grit with specific gravity of 2.65 or higher. Each detritor has three basic components: a settling compartment, a grit washer, and an organic return device. As the grit-bearing wastewater passes through the detritor, grit is deposited on the floor of the settling compartment. The settling compartment is equipped with a collecting mechanism that slowly revolves and moves the settled grit into a hopper located at the periphery of the compartment. From the hopper, grit is conveyed up an inclined washing through by a screw conveyor. In moving up the washing through, grit is washed free of most organic materials by washing screws. Organic materials, thus freed, are kept in suspension and returned to the settling compartment by an organic return device

Owner: **The Harrisburg Authority**
Location: **Harrisburg, Pennsylvania**

consisting essentially of a motor-driven propeller. At the end of the inclined washing through, washed grit is discharged by gravity into the receiver of a pneumatic ejector and then is conveyed by compressed air through a force main. Sludge treatment upgrades included two additional anaerobic digesters and sludge dewatering equipment. Extensive ancillary systems improvements were designed, including a supervisory control and data acquisition (SCADA) system, which was innovative for that time.



Relevant Features:

- Square horizontal flow detritor grit system
- Two units in parallel
- Incline washing trough/screw conveyors
- Pneumatic ejectors
- Size 30 ft x30 ft
- Max water depth – 2.83 ft
- Detention time – 54 sec. at 36 MGD



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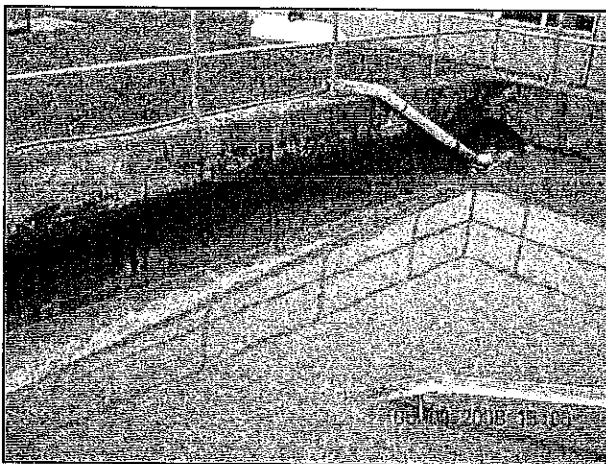
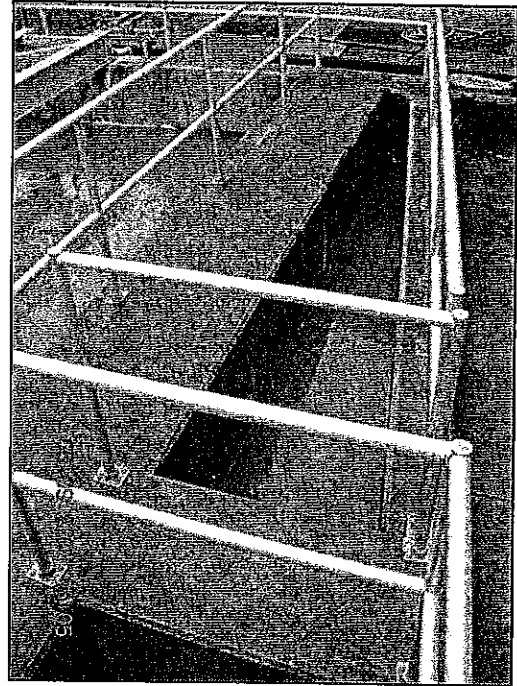
**WASTEWATER TREATMENT PLANT
UPGRADE
DETRITUS GRIT TANK CHANNEL /
SCREW CONVEYOR**

Owner: **City of Lebanon Authority**
Location: **Lebanon, Pennsylvania**

The City of Lebanon Authority Wastewater Treatment Plant is a modern, advanced wastewater treatment facility serving all of the greater Lebanon area.

The treatment plant includes several unit processes for the treatment of wastewater and sludge. Wastewater unit processes include detritus grit removal, screening, flow metering, chemical addition, flash mixing, flocculation, settling, pumping, biological filtration, aeration, dual-media filtration, and disinfection. Sludge unit processes including pumping, anaerobic digestion, digester gas storage and utilization, and dewatering.

The plant underwent additional construction that was completed at the end of 1998. The project generally included a new headworks building for screening and detritus equipment, flocculation by-pass and recycle chamber, two intermediate clarifiers, liquid sludge truck loading station, and Quality Control building. Other improvements consisted of replacement of the primary clarifier drives, aeration tank mixer replacement, primary sludge pumping system replacement, chemical feed system replacements, new digester boiler-heat exchanger system and waste gas system replacement.



Relevant Features:

- Hydraulic expansion from 6 mgd to 8 mgd.
- Organic loading capacity increase from 12,360 to 18,540 lbs BOD₅/day.
- New headworks building with mechanical screen and screenings compactor.
- Detritus upgrades - New grit handling channel and grit screw conveyor.
- Square horizontal flow detritus grit tank
- 20 MGD peak flow
- Detention time 1.6 minutes average, 0.52 min peak
- Water depth 1.5-ft
- Dorr-Oliver mechanism
- Adjustable slide gates
- 95% removed 65 mesh grit at 2.65 specific gravity



IRWIN CREEK WASTEWATER TREATMENT PLANT HEADWORKS SCREENING FACILITY UPGRADES

**Client: Charlotte-Mecklenburg Utility
Department
Location: Charlotte, NC**

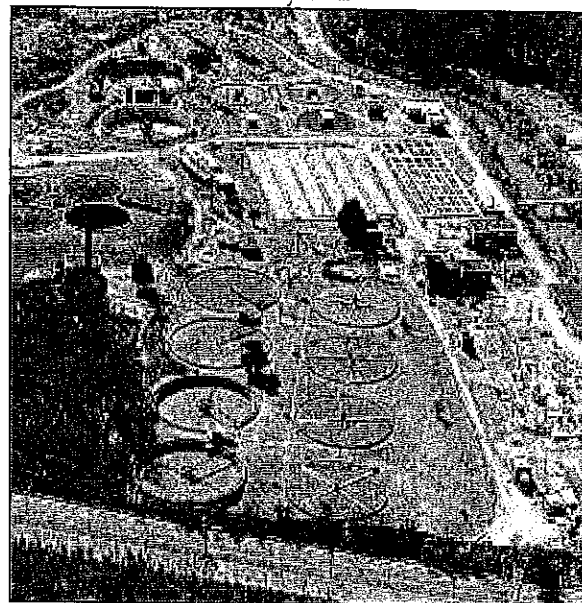
Gannett Fleming has performed planning, conceptual design studies, detailed designs, and construction phase services for the 15 mgd Irwin Creek Treatment plant. Because of our successful earlier projects with the Utility Department, we were selected to design the wastewater facility in order to meet the more stringent effluent requirements and to make various other improvements at the plant. The facility designed included:

- Influent pumping station improvements
- New headworks building including grit removal and screening (FMC)
- New aeration tanks and related air supply systems.
- New secondary clarifiers
- New effluent filtration facilities
- Intermediate pumping facilities
- Cascade aeration
- Plant-wide instrumentation and control system
- Plant-wide upgrade of power distribution system
- New odor control facilities (mist scrubbers)
- New chlorination/dechlorination facilities
- New alkalinity supplementation system.

Our firm provided full time on-site construction management services during the upgrade and expansion of the facility for multiple projects. Services included observation of all construction activities for compliance with design and specifications; construction contract administration and coordination between three consulting engineers, eight prime contractors and two systems integrators; preparation and execution of project documents inclusive of periodic pay requests, change orders and general project correspondence.

Relevant Features:

- New Headworks Building
- Reciprocating Rake Screens (FMC)
- Conveyor/Solids Handling Systems
- New Grit Removal System





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SUGAR CREEK WASTEWATER TREATMENT PLANT HEADWORKS SCREENING FACILITY UPGRADES

**Client: Charlotte-Mecklenburg Utility
Department
Location: Charlotte, NC**

Gannett Fleming has performed planning, conceptual design studies, detailed designs, and construction phase services for the Sugar Creek Treatment plant. Most recently we designed the expansion of the plant to 20 mgd. Services were initiated by preparing an update to a 201 facilities plan. The study included a detailed inventory of facilities, equipment evaluations, and review of operational procedures to determine the best means of meeting state effluent requirements while maximizing use of the facility.

The North Carolina Department of Environmental Management notified the Utility Department that the effluent limits for the plant were more stringent. Because of our successful earlier projects with the Utility Department, we were selected to design the wastewater facility in order to meet the more stringent effluent requirements and to make various other improvements at the plant. The facility designed included:

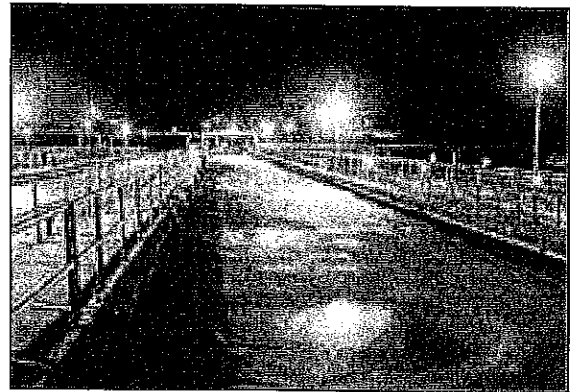
- Raw sewage pumping station improvements
- New grit removal facilities
- New screening facilities (IDI)
- Renovation to aeration tanks
- Modifications to the plant water system
- New effluent filtration facilities
- Intermediate pumping facilities
- Cascade aeration
- Plant-wide instrumentation and control system
- Plant-wide upgrade of the power distribution system
- New odor control facilities (mist scrubbers)
- New chlorination/dechlorination facilities
- New alkalinity supplementation system.

Our firm provided full time on-site construction management services during the upgrade and expansion of the facility for multiple projects. Services included observation of all construction activities for compliance with design and specifications; construction contract administration and coordination between three consulting engineers, eight prime contractors and two systems integrators; preparation and execution of project documents inclusive of

periodic pay requests, change orders and general project correspondence.

Relevant Features:

- Screening and Grit Removal Facility
- Climber Screens (IDI)
- Conveyors/Compactors





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PATAPSCO GRIT REMOVAL FACILITY

Gannett Fleming provided design and construction phase services for a new grit removal facility to serve the 88 mgd Patapsco WWTP for the City of Baltimore. Facilities designed included six aerated grit chambers in a separate 25,000-square-foot building, and an attached operations building. The Patapsco treatment plant serves surrounding urban areas through a low-level sewer system, and suburban areas through the Southwest Diversion Sewer (SWD).

The low-level gravity system contained minimal grit and did not affect normal plant operation. However, the SWD is an eight-mile-long, large-diameter (78 to 96 inches) pressure sewer with considerable elevation changes. Because the average daily flow at present is only about 50 mgd, velocity in the SWD is low, and grit and organic solid materials are deposited in the sewer for several months each year. When flows in the sewer increase due to wet weather, velocities are sufficient to scour these solids, and transport them to the plant as a major "shock" load. During heavy storms as much as five million pounds of grit and other solids may be collected.

Because there was no method for dealing with these high solids loadings at the Patapsco plant, the primary settling tanks became filled with grit, and primary treatment was lost for months at a time. The only way primary treatment could be restored was by removing the solids from the primary settling tanks using a clamshell, and hauling them off-site.

To describe the shock events quantitatively, the Gannett Fleming team used operations records from the plant to develop a statistical relationship between magnitude and frequency of past flows. This relationship was used to project future events. Grit samples were collected and analyzed for particle size distribution, specific gravity, and organic fraction of the solids in order to make projections of solids loadings as a function of flow. This information was incorporated into a computer model that made projections of deposition and scour throughout the entire sewer as a

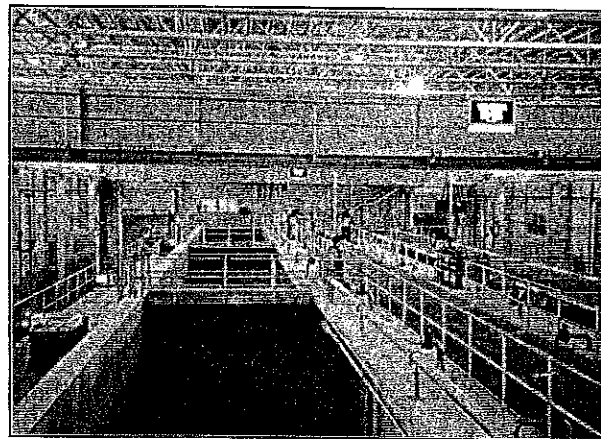
Client: **City of Baltimore Department of Public Works**

Location: **Baltimore, MD**

function of flow. The modeling revealed that not only would the grit facility be subjected to vastly different average- versus shock-loadings, but as flows increased in the future, the performance requirements of the facility would change.

Based on these modeling results, a grit removal facility was designed to reduce operating and maintenance costs at the plant and store grit during shock events to reduce adverse impacts on treatment plant performance. Designed facilities included six parallel aerated grit chambers, two 10-ton overhead cranes, and an odor control system.

To divert influent into the new facility, four 60-inch wet taps, and two 96-inch linestops were designed especially for the 96-inch SWD. Tapping of this magnitude had never before been attempted.



Relevant Features:

- Grit Analysis for Particle Size Distribution
- Developed Computer Model for Scour/Velocity Profiles
- Six Parallel Aerated Grit Chambers



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**NORTH RIVER WASTEWATER
TREATMENT PLANT
MAJOR ODOR EVENT RESPONSE
PLAN**

Owner: **New York City Department of
Environmental Protection**
Location: **New York, NY**

Gannett Fleming was responsible for reviewing and analyzing site monitoring data and developing proper responses to potential major odor-releasing events at the North River Water Pollution Control Plant.

The North River Water Pollution Control Plant (WPCP) experienced persistent problems with odor complaints from neighboring communities. Because of these problems, a consent order was given by the New York State Department of Environmental Conservation (NYSDEC) for an outside agency to prepare a plan of action in the event of a major odor event. Gannett Fleming served as a subconsultant to the Research Foundation of CUNY as a result of the NYSDEC consent order to prepare a plan of action response to a potential odor event.

The preliminary objective of this assignment was to develop a Plan that can be used to immediately investigate a major odor event when such an event is identified. The secondary objective was to use this Plan to investigate each major odor event when it occurs.

The project addressed the existing conditions at North River WPCP, and required engineering services to cause odor, i.e. settling tanks, sludge facilities, screening and grit areas, dewatering facilities, etc.; contain odor, i.e. ducts, gates, transfer stations, etc.; or eliminate odor, i.e., wet scrubber systems and carbon adsorption beds.

The project also included an analysis of existing air quality monitoring data. The odor monitoring data from five different monitoring stations which monitor mostly H₂S readings were compared with odor complaints from neighboring communities to determine whether there was any correlation between H₂S measurements and the number of odor complaints.

A study was also performed on plan of action in the event of various emergency failures in the plant which could potentially cause a major odor event. These events included failure of primary treatment, secondary treatment, sludge treatment, wet scrubber systems, barge loading, electrical systems, and any conceivable catastrophic failure.



Gannett Fleming

BUCCANEER WASTEWATER TREATMENT PLANT EXPANSION GRIT REMOVAL SYSTEMS

Client: City of Atlantic Beach
Location: Atlantic Beach, FL

This project consisted of expanding the existing Buccaneer Wastewater Treatment Plant to 1.90 MGD. The expansion included a new gravity influent sewer; a new below-grade influent structure with rotary drum screen and auger; a fiberglass master wetwell with two relocated and one new raw sewage pump; an odor control system; a fiberglass grit remover; converting three 72-foot diameter steel package plants into sequencing batch reactors; converting one 60-foot diameter package plant into an effluent equalization basin; chlorine contact chamber modifications; duplex vertical turbine effluent pumps, effluent reuse, and pump system associated site work, piping, instrumentation and electrical work.

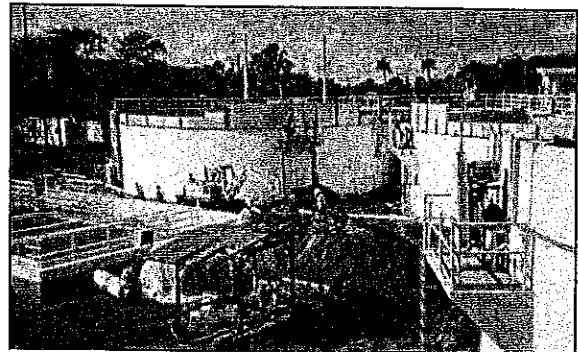
The project site is located in a tidal area prone to flooding during high tide. The existing facility had to be maintained throughout construction so all permitted effluent requirements were met. This required a phased construction approach with numerous temporary measures taken to assure compliance.

In addition to designing this project, Gannett Fleming provided full construction management services, including a full time onsite construction manager for the duration of the project.

Relevant Features:

- Stationary screens
- Rotary drum screen
- Grit auger removal system
- Sequential batch reactor treatment

City of Atlantic Beach-Florida
Public Works
1200 Sandpiper Lane
Atlantic Beach, Florida 32233-4381





Gannett Fleming

GRASS ISLAND PHASE II SLUDGE DEWATERING FACILITY UPGRADES ODOR CONTROL SYSTEM

Owner: **Town of Greenwich**
Location: **Greenwich, Connecticut**

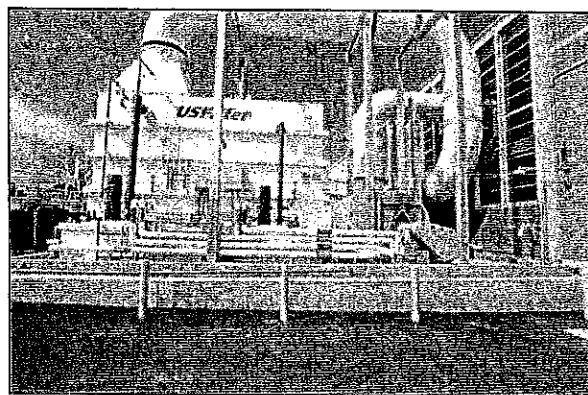
Gannett Fleming was retained by the Town of Greenwich to complete the Phase II upgrade at the treatment plant which involved improvements to the solids handling and treatment system. The improvements include gravity thickeners, primary and secondary digesters, dewatering and a state-of-the-art odor control system. The thickening, storing and processing of raw solids would result in significantly more odors and is currently experienced with dewatered anaerobically digested sludge. Primary solids and waste activated solids (WAS) would increase biological activity and odor generation. The Grass Island Treatment Plant is located in a residential area adjacent to a boat yard and public walking trails within an environmental preservation area. The odor control system will be installed to collect and treat the air from the thickeners, blend tank, gravity table, filter press, dewatering building and truck loading bay. The design includes a wet scrubber followed by carbon absorption as a polishing step to remove any remaining odors. This would minimize odors from impacting the sensitive surrounding neighborhood.

The solids handling system provides the Town the flexibility to dispose of thickened liquid or dewatered cake. A new 2-meter gravity table would thicken WAS when operating in the thickened liquid mode. The gravity table can also be used to thicken WAS when operating in the dewatering mode to improve filter press performance. The gravity table will be enclosed to control odors.

The WAS from the gravity table or the gravity thickeners will be mixed with thickened primary solids in a new blend tank just prior to further processing. The mixed primary solids and WAS will then be

pumped from the blend tank to two new filter presses or directly to a truck for liquid disposal. Gannett Fleming selected filter presses over centrifuges after visiting several facilities and performing a detailed evaluation of the two alternatives. Belt presses are 2.0 meters wide and, similar to the gravity table, are enclosed to control odors. Each unit can dewater up to 2,500 lbs. of dry solids per hour. Screw conveyors will transport the filter cake to truck containers. The conveyors are also enclosed to minimize odors.

The wet scrubber is a low profile type, three-stage counter current pack scrubber. The first stage uses a mixture of blowdown solution from the second and third stages, and fresh sodium hydroxide (NaOH). Stages 2 and 3 use a mixed solution of fresh sodium hypochlorite (NaOCL) and NaOH which would oxidize any remaining odorous compounds. The chemical addition is automatically controlled with oxidation/reduction potential (ORP) and pH probes. The scrubber system is designed to remove over 99% of the influent hydrogen sulfide. After the third stage, the air will pass through a mist eliminator followed by an activated carbon system for polishing.





Gannett Fleming

DESIGN AND CONSTRUCTION OF WASTEWATER TREATMENT PLANT UPGRADE AND IMPROVEMENTS GRIT REMOVAL SYSTEMS

Our firm provided professional engineering services for the planning, design, construction, and operation phase to upgrade Greenwich's Grass Island Wastewater Treatment Plant. We prepared the plans, specifications and construction documents to upgrade the wastewater treatment plant, increasing its design capacity to 12.5 million gallons per day (mgd) with a peak flow of 31 mgd, and bringing it into compliance with its discharge permit requirements. The original design capacity was 8.5 mgd with a peak of 21.0 mgd.

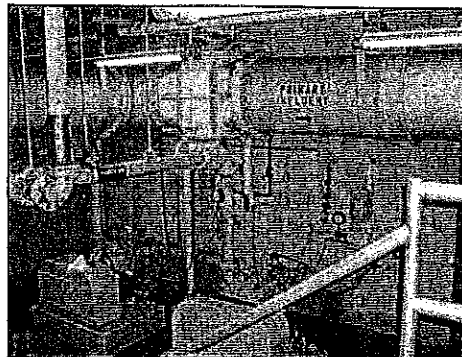


The Town of Greenwich had operated an activated sludge wastewater treatment plant since the early 1960's, accommodating chronic problems of TSS and BOD noncompliance for many years. The project was organized into three phases. Project Phase I consisted of improvements to secondary treatment facilities at the WWTP. Project Phase II involves improvements to the Grass Island's solids handling and treatment and to the wastewater collection system. The Phase II improvements would include the gravity thickeners, primary and secondary digesters, dewatering, odor control, and appurtenant pumping. The Phase II work scheduled was to commence immediately following completion of Phase I. Project Phase III would include nitrification /denitrification treatment, that would be defined based on the Long Island Sound Model.

**Client: Town of Greenwich Department
of Public Works**
Location: Greenwich, CT

Improvements were made to the following facilities:

- septage receiving station
- Weisman fine screen grit washer and bagger
- influent pumping
- primary distribution chamber
- aeration tank distribution chamber
- aeration tanks
- final distribution chamber
- chlorine room and final clarifiers
- secondary effluent pumping station
- chlorine contact tank
- plant maintenance/garage building
- administration control building with laboratory facilities.
- mechanized screening
- aerated grit chamber
- primary settling tanks



Relevant Features:

- Evaluated Grit Removal Systems
- Aerated Grit Removal System
- Grit Slurry Pumps/Washer
- Mechanical Self Cleaning Filter Screen
- Shaftless Screw Conveyors

Contact:

Dwayne Lockwood
Superintendent, Town of Greenwich DPW
(203) 219-2233

PORT RICHMOND WASTEWATER TREATMENT PLANT CYCLONE DEGRITTERS ALTERATION

Client: **New York City Department of
Environmental Protection**
Location: **Staten Island, NY**

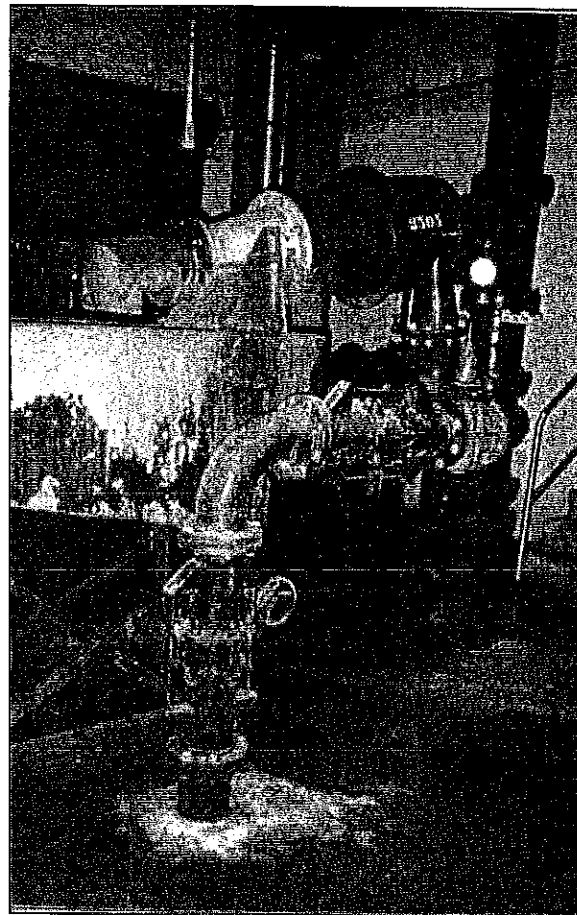
Gannett Fleming performed engineering evaluation services as a subconsultant to Malcolm Pirnie for replacing the cyclone degritters at the Port Richmond Water Pollution Control Wastewater Treatment Plant. Gannett Fleming evaluated various alternatives for the existing Dorr-Oliver cyclones, they are experiencing operational maintenance problems. Plant personnel indicated that the APEX liner only lasted approximately 3 months and the upper cone liner lasted approximately 6 months. On some occasions, the operators replaced the APEX liner after 6 weeks of operation. Annual replacement costs were quite expensive and a detailed evaluation was necessary. Gannett Fleming evaluated the various liner systems including gum rubber liners, ceramic liners, and neoprene. The evaluation included replacing the Dorr-Oliver cyclone degritters with Creb's or Wemco's cyclones in order to improve the sludge degritting operations.

Relevant Features:

- Evaluate cyclones operation and maintenance requirements.
- Evaluate APEX Liner and cone liner long-term maintenance costs.
- Evaluate ceramic and neoprene liner alternatives.
- Evaluate the impacts of high velocity grit on the cyclone's operations.

Contact:

Jerry Fragias
Chief, NYCDEP
(718) 595-4968





BERGEN POINT WASTEWATER TREATMENT PLANT GRIT FACILITIES

Gannett Fleming is a subconsultant for the design and construction of the grit improvements at the Bergen Point Wastewater Treatment Plant.

The Bergen Point WWTP has a design capacity of 30 mgd and also treats approximately 650,000 gpd of scavenger waste. The WWTP has two separate grit removal systems, one to remove grit from the influent sewage and the other to remove grit from the scavenger waste. The in-plant grit system degrits the raw sewage and consists of two aerated grit chambers and one non-aerated bypass channel. The aerated grit chambers are equipped with chains and flights with buckets that capture and transport the grit into the grit building on to a conveyor for transfer to a grit dewatering unit. Washed grit is discharged to a "dumpster-veyor" located outside the grit building.

The existing grit system is beyond its useful life and excessive maintenance is required. The project involves replacing the grit removal system and discharge conveyors including the three cyclones for degritting the scavenger waste. The grit building upgrades would also comply with OSHA standards. The new improvements would include additional grit removal capacity by adding a third grit chamber and adding aeration and grit removal equipment to the stand-by channel to improve maintenance. The aerated grit chamber, grit removal mechanism, conveyors and grit washer would be replaced either in kind or convert to a simpler, more efficient system. In addition, alternate grit removal technology is being evaluated including a compartmentalized rolling aeration system that is energy efficient and does not need submerged equipment that requires higher maintenance.

Client: Suffolk County Department of
Public Works
Location: Suffolk County, NY

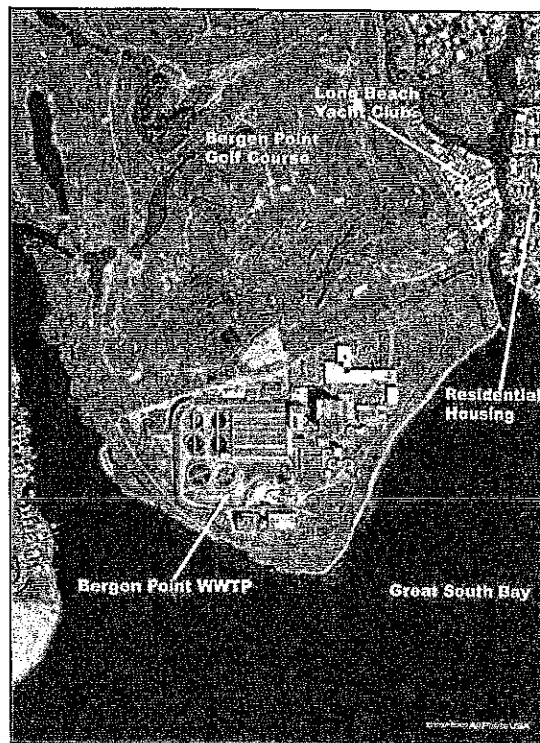
Relevant Features:

- Evaluating alternate grit removal technologies
- New grit removal mechanisms, conveyor and grit washers
- New cyclones

Contact:

Benjamin Wright, Chief Engineer
(631) 852-4204

Suffolk County Department of Public Works
335 Yaphank Ave
Yaphank, NY 11980



GREATER HAZLETON WASTEWATER TREATMENT PLANT UPGRADES

**Client: Greater Hazleton Joint Sewer
Authority**
Location: Hazleton, PA

The Greater Hazleton Wastewater Treatment Plant was upgraded in 1988, 2000 and again in 2008. The plant was originally constructed in 1964 as a 5.8 mgd conventional activated sludge plant, utilizing the Dorr-Oliver (D-O) Inka Process. The plant consisted of grit removal, screening, primary clarification, aeration, final clarification and chlorination. Sludge treatment consisted of sludge holding, sludge thickening, sludge dewatering and incineration.

The 1988 upgrade to the plant included expanding the plant capacity from 5.8 mgd to 8.9 mgd. The 1988 upgrade also included modifications to the primary pump station, the addition of two biofilter towers, retrofitting the existing step feed aeration tanks with tapered fine-bubble air diffuser grid systems in three aeration zones per tank and three new centrifugal multi-stage blowers, two new final clarifiers, new chlorination equipment and two belt filter presses for sludge dewatering.

The 2000 upgrade to the plant included the replacement of the existing mechanical screens with new filter screens and screw-type solid transfer units, construction of an additional gravity sludge thickener, modifications to the primary clarifiers, and modifications to the existing electrical facilities.

Recent services to the Authority included the evaluation of nutrient removal processes for compliance with Pennsylvania's Chesapeake Bay Tributary Strategy. The process modifications, currently under design, will accomplish biological nutrient removal (BNR) and chemical precipitation for phosphorous removal. This was challenging due to the existing WWTP processes of biotowers and shallow aeration tanks. Process studies identified the optional processes to fit within the existing plant site. The 25 mgd BNR activated sludge will be followed by denitrification filters and ultraviolet disinfection. Other upgrades include replacement of belt filter presses with rotary dewatering presses, removal and

replacement of the incinerator, and rehabilitation of the incinerator building. A contract sludge and septage receiving station is also included.



A headworks analysis was completed in accordance with NPDES Permit requirements. The pollutants evaluated for potential local limits included 15 metals, cyanide, and 19 organic pollutants. In preparation for the headworks analysis, our firm prepared and obtained U.S. Environmental Protection Agency (U.S. EPA) approval of a sampling plan to allow plant staff to collect data necessary for the analysis. Gannett Fleming tabulated this data, as well as historic data, for use in the analysis. Pollutants of concern were identified and the headworks analysis calculations were performed to develop and assess the need for industrial wastewater discharge limits (local limits) for these pollutants.

The headworks screen and grit removal system is being upgraded to accommodate 40 mgd peak wet weather combined sewer overflow (CSO) flows and to allow a future CSO treatment facility on site.

The project is coordinated with a multi-municipal Corrective Action Plan for managing peak flows within the tributary municipal collection systems, an



Gannett Fleming

update to the CSO Long-Term Control Plan, and an update to the Authority's Act 537 Sewage Facilities plan. The headworks screen and grit removal system is being upgraded to accommodate 40 mgd peak wet weather CSO flows and to allow a future CSO treatment facility on site.

Other upgrades include replacement of belt filter presses with rotary dewatering presses, removal and replacement of the incinerator, and rehabilitation of the incinerator building. A contact sludge and septage receiving station is also included.

The 2008 upgrades to the Wastewater Treatment Plant consisted of the following major additions and alterations: biological aerated filters in a new building; modifications to existing headworks and grit chamber; combined sewer overflow treatment; rapid mix/flocculation tank; chemically enhanced primary clarifiers; chemical storage and pumping facilities; primary pumping station rehabilitation; secondary effluent pumping station; methanol addition; hauled waste receiving station; sludge holding tank and process improvements; piping modifications as required; pump station improvements; odor control; site work; plumbing, HVAC and electrical work for the facilities.

Relevant Features:

- New Mechanical Screens
- Shaftless Screw Conveyors
- Grit Removal and Washer System

Contact:

Mr. Christopher Carsia
Director of Operations
(570) 454-0851

Greater Hazleton Joint Sewer Authority
P.O. Box 651
Hazleton, PA 18201



Gannett Fleming

NEWTOWN CREEK WATER POLLUTION CONTROL PLANT CONSTRUCTION OF THE CENTRAL RESIDUALS BUILDING (SCREENINGS/HANDLING)

Gannett Fleming is a partner in a tri-venture team and is performing construction management and resident engineering services for 14 construction contracts to upgrade the 310 mgd Newtown Creek Wastewater Pollution Control Plant (WPCP). Gannett Fleming is working on Contracts 41G, E, H and P which are for construction of a new \$387 million Central Residuals Building. The Central Residuals Building is to be completed in March 2013. The upgrade of the New York City Department of Environmental Protection's (NYCDEP) Newtown Creek WPCP is under a consent order from the U.S. Environmental Protection Agency (U.S. EPA) and the New York State Department of Environmental Conservation (NYSDEC). There are several construction and operational consent order deadlines that must be met during the term of this contract.

Prior to contract procurement by NYCDEP, Gannett Fleming also completed constructability review of the Central Residuals Building design and construction documents. The Central Residuals Building consists of secondary screening, grit classification and handling, skimmings handling, waste sludge screening, deodorization, odor control and container handling facilities. There are twelve (12) reciprocating rake secondary screens, with a channel width of 6.3 feet, maximum flow through capacity of 80 mgd each, and maximum lifting capacity of 640 lbs/cycle at the facility. There are three (3) waste activated sludge screens, with a channel width of 2.5 feet and, maximum flow through capacity of 7.5 mgd, and maximum lifting capacity of 250 lbs/cycle.

The Newtown Creek WPCP is located in the Greenpoint section of Brooklyn, New York, and serves a population of approximately 1.06 million. It has a drainage area of 15,656 acres including the south and east midtown sections of Manhattan, the northeast section of Brooklyn, and the western section of Queens.

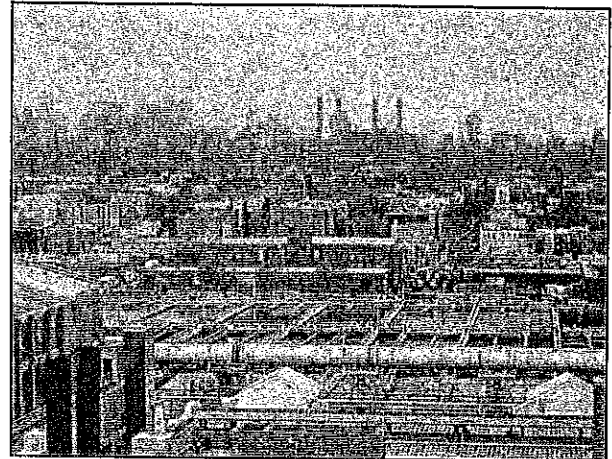
**Client: New York City Department of
Environmental Protection**

Location: Brooklyn, NY

Fee: \$26.5 Million

Construction Cost: \$1.5 Billion

The Newtown Creek Water Pollution Control Plant processes more than 300 mgd of wastewater collected from Manhattan, Queens, and Brooklyn. New treatment and processing facilities will be constructed, and existing facilities will be demolished or modified with the goal that plant operations be maintained throughout construction.



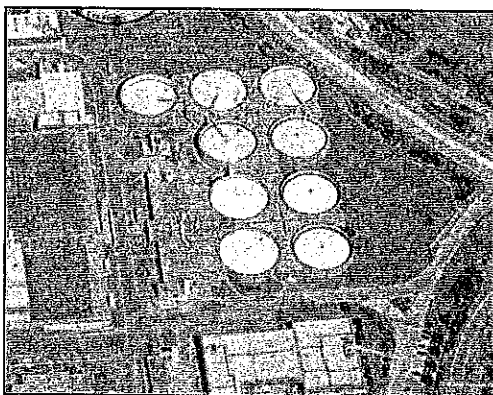
Relevant Features:

- Secondary Screening
- Grit Classification and Handling
- Skimmings Handling
- Waste Sludge Screening Deodorization
- Odor Control Facility
- Container Handling Facility
- Reciprocating Rake Secondary Screens
- Waste Activated Sludge Screens

**CEDAR CREEK WATER POLLUTION
CONTROL PLANT
REPAIR / REPLACEMENT OF GAS
VALVES, SWIVEL JOINTS, AND
RELATED APPURTENANCES OF
DIGESTER COVERS**

Client: **Nassau County Department of
Public Works**
Location: **Wantagh, NY**

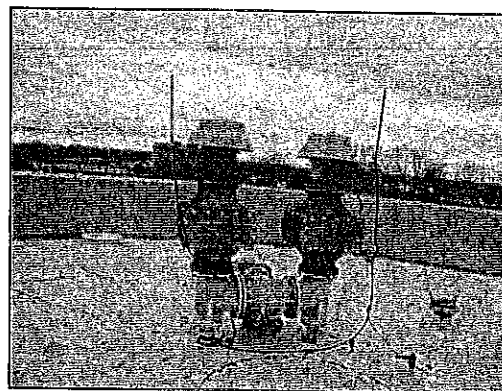
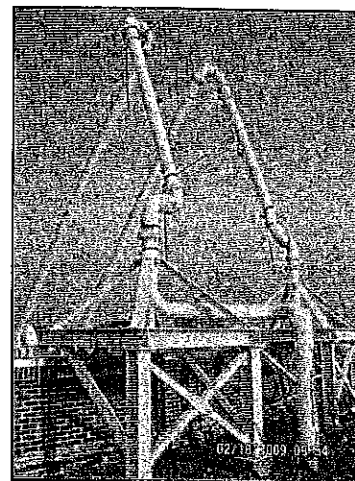
The Nassau County Department of Public Works retained Gannett Fleming to provide engineering services to repair the digester tank covers, valves, swivel joints, and associated equipment. The Cedar Creek Water Pollution Control Plant consists of eight digesters constructed in 1972. Tank numbers 1 and 3 are primary digesters with floating covers; tank number 2 is a storage tank; tank number 4 is a secondary digester with a floating cover. In 1986, tank numbers 2 and 4 were upgraded. Tank number 2 was converted from a storage tank to a secondary digester and tank number 4 was converted from a secondary digester to a primary digester.



The piping, valves, swivel joints, and other components have experienced significant deterioration over the years. The valves and piping were in poor condition and required rehabilitation. The following summarizes the scope of work completed:

- Replaced all digester gas covers, gas valves, plug valves and swivel joints.
- Replaced all pivoting components including the stair tread bolts, and other necessary items to repair the stairs and catwalks.
- Replaced the grease lines and swivel joints.

- Re-clamped lighting protection and terminals associated with the conductors at the swivel joints that were being replaced.
- Prepare contract documents including plans and specifications for the construction.
- Specifications required the piping and tanks to be nitrogen purged in accordance with NFPA Code 54 and 69.
- Detailed staging plan was developed so the contractor could properly put together a bid for this work and include the necessary temporary piping, and nitrogen purging equipment.





Gannett Fleming

WASTEWATER TREATMENT PLANT GRIT REMOVAL UPGRADES

Gannett Fleming's recent work tasks included providing studies, design work, master plan services, a treatment plant upgrade, and a basis of design report. The wastewater treatment plant upgrade included:

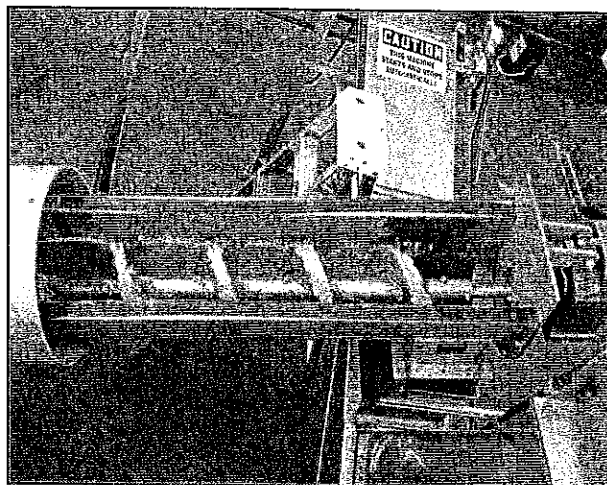
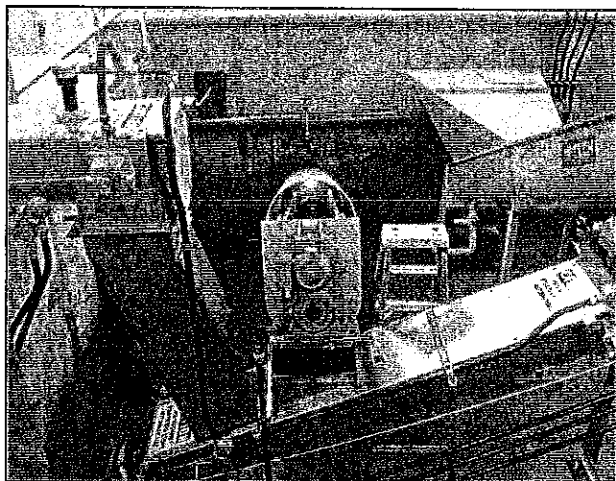
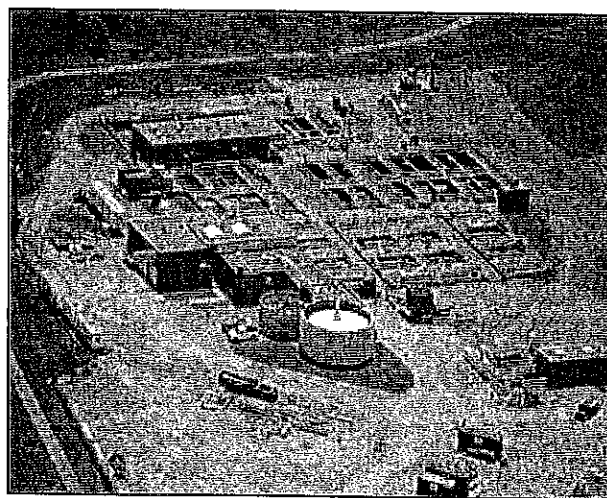
- Design, bid and construction phase services
- Headworks Facility/Grit System Improvement
- Process pump replacement
- Overflow pond
- Emergency generators
- Ultraviolet disinfection system
- Anaerobic digester pumping modifications

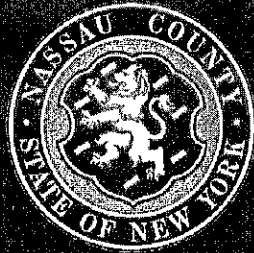
Owner: **Borough of Grove City**

Location: **Grove City, Pennsylvania**

Related Features:

- Fine screens/conveyor system
- Grit chamber baffles
- Shaftless screw conveyors
- Grit classifier/washer
- Aerated grit tank





**COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS**

SRF BUILDING

**KEY PERSONNEL
AND STAFFING**



Gannett Fleming Engineers, P.C.

**ISO 9001:2008
CERTIFIED**

Key Personnel
and Staffing



KEY PERSONNEL AND STAFFING

Gannett Fleming Engineers, P.C. has assembled a project team of experienced and dedicated staff. We will provide Nassau County with individuals possessing extensive

Staff assigned to this project possess extensive knowledge and a successful track record on similar projects.

knowledge and a successful track record on similar projects. Table 3 lists the staff by position/role and indicates the percentage of time they will dedicate to this project. An Organization Chart at the end of this section presents the overall organization of the GF Team. Detailed resumes are provided in the Appendices.

Project Management Staff

Stephen Hadjiyane, P.E. will serve as the **Project Director**. Mr. Hadjiyane has over 25 years of experience in the design of wastewater treatment plants. He has designed numerous screenings, grit, solids handling and conveyor systems. His broad experience in mechanical systems, hydraulics, screening equipment and electrical/instrumentation is perfect for this assignment. His experience includes several grit system projects including cyclone repairs, washers, conveyors, and grit pumping systems. Mr. Hadjiyane's related experience is shown on his resume located in the Appendices.

Lars Augustin, P.E. will be the **Project Manager**. Mr. Augustin has over 15 years experience in the design of wastewater treatment systems. Mr. Augustin completed the digester improvements design at the Cedar Creek WPCP. He recently completed upgrades to NYCDEP grit removal systems including the cyclone degritters at the Port Richmond WPCP. He will work with Mr. Gerlach and Mr. Grande to evaluate the conditions of the existing grit mechanism, cyclones, pumps and washers; and then develop a plan for the upgrades. He will be responsible for reviewing engineering calculations and preparing plans and specifications as determined by the condition survey and upgrade plan developed by the GF design team. Mr.



Augustin also has experience in coordinating fieldwork, and preparing budgets, schedules, cost estimates, and contract documents for NCDPW.

Fotios Papamichael, P.E., BCEE will serve as a **Technical Advisor**. Mr. Papamichael is the Manager of Gannett Fleming's Locust Valley office with over 39 years experience. He directs municipal engineering projects that involve the design and construction-related services of

Staff Experience:

- **Square Horizontal Flow Detritor Grit Systems**
- **Cyclone Liners**
- **Degritter Pumps**
- **Particle Size Distribution**
- **Aeration Grit Tank Retrofits**
- **Deposition and Scour Velocity Modeling**

wastewater treatment facilities, pumping stations, sewers and drains, 201 facility plans, infiltration and inflow analyses, and sewer system evaluation surveys. He serves as Project Director on the NYCDEP Newtown Creek WPCP Screenings/Solids Handling Systems construction project, and completed the Town of Greenwich Aerated Grit Chambers. Mr. Papamichael's BCEE (Board Certified Environmental Engineer) certification was granted by the American Academy of Environmental Engineers, an independent Board certification organization that certifies the competence of environmental engineers in the area of environmental specialization based on his/her experience and examination. This is a highly prestigious certification held by less than 4% of all environmental engineers in the United States. Mr. Papamichael's proven track record and experience will ensure a successful project.

Robert E. Adamski, P.E., BCEE will serve as a **Technical Advisor**. Mr. Adamski has over 41 years experience in the areas of facility operations and maintenance and utility management. Mr. Adamski has spent the majority of his career at the NYCDEP where he held three separate positions: Deputy Commissioner of Wastewater Operations, Deputy Director of Facilities Design and Director of Natural Resources. As a member of the commissioner's senior staff, he participated in setting policy for NYCDEP programs. Mr. Adamski's BCEE certification was granted by the American Academy of Environmental Engineers, an independent Board certification organization that certifies the competence of environmental engineers in the area of environmental specialization based on his/her experience and examination. This is a highly



prestigious certification held by less than 4% of all environmental engineers in the United States. Mr. Adamski will assist with the overall planning and designs for upgrades.

Stephen Gerlach, P.E. will serve as a **Technical Advisor** and has over 36 years experience in the design and operation of wastewater treatment plants. He has conducted particle size distribution tests, and computer modeling to project deposition and scour velocity for grit removal systems. He has designed and constructed numerous grit removal systems including the City of Baltimore Patapsco Grit Removal Facility.

Friederich Updegraff, P.E. will be responsible for the development of the **Process** task. He has over 37 years experience in wastewater treatment plant

- **Square Horizontal Flow Detritor Experience**
- **CFD Modeling Specialist**

design, including square horizontal flow detritus grit tanks. Mr. Updegraff's experience includes multiple headworks grit removal and screening projects for plants at 20 MGD and larger. His experience includes grit removal retrofit at the Town of Greenwich WWTP and square horizontal flow grit tanks for the City of Lebanon and Harrisburg, PA. He is a nationally recognized expert on wastewater treatment process design and treatment technologies. His extensive background in plant start up/operation/optimization provides a complete and integrated approach to the application of technology in the wastewater treatment field.

Amily Zhang, P.E. will serve as a Project Engineer and will assist Mr. Updegraff with the **Process** design. Ms. Zhang has over 10 years experience in the design of wastewater treatment plants. Ms. Zhang is also involved in coordinating fieldwork and preparing budgets, schedules, cost estimates and contract documents for engineering design projects.

Ronald A. Jager, P.E. will be responsible for the **Odor Control** design and has over 29 years experience. He has extensive Odor Control Experience, including the following projects:

- Odor Control Improvements, Fort Edward, NY, Washington County Sanitary District II
- Odor Control Improvements, Syracuse, NY, Onondaga County Department of Water Environment Protection



- Facility-Wide Odor Control System Design and Construction Administration, Fitchburg, MA, City of Fitchburg
- Wastewater Treatment Facility (WWTF) Odor Control Evaluation, Fitchburg, MA, City of Fitchburg
- Composting Facility Odor Control Evaluation, Bridgewater, MA, Town of Bridgewater
- Sewer System/Pump Station Odor Control Evaluation, Norton, MA, Town of Norton
- Odor Control Design, Middlebury, VT, Town of Middlebury Chemical Wet Scrubber Design, Concord, NH, City of Concord
- Hall Street WWTF, Odor Evaluation and Control Plan, Concord, NH, City of Concord
- Notice on Noncompliance (Odor) Evaluation, Westborough, MA, Town of Westborough
- Alkaline Stabilization Odor Control Evaluation, Easthampton, MA, Town of Easthampton
- Odor Control Review, Claremont, NH, City of Claremont

Eric Lochner, P.E. will assist with the **Odor Control** design. Mr. Lochner has over 16 years experience for various municipal and industrial infrastructure projects. His design responsibilities include wastewater treatment plants, pumping stations, and stormwater collection and treatment systems. Mr. Lochner has been involved in the design, construction and start-up of a multi-stage scrubber for controlling odor at the Town of Greenwich WWTP.

Edwin J. Briner, P.E. will be the Task Leader for **Plumbing**. Mr. Briner has over 38 years experience in designing air supply systems; plumbing systems; fire protection systems; site utilities; and process mechanical systems. His experience includes systems design and applications, economic evaluations, life-cycle cost analyses, equipment selection, specifications, construction estimating, bidding documents, construction administration, and commissioning of mechanical systems. Mr. Briner's work also involves field surveys of mechanical systems, indoor air quality surveys, testing of existing systems, and energy studies. His projects involve public works, industrial, military, mass transit, health care, educational, and commercial facilities. He is currently the Mechanical Design Engineer for the Hot/Chilled Water Project at the Bay Park STP.



Philip J. Grande, P.E. will lead the **Mechanical/Hydraulics** design, **Construction Management**, and **Training/Start-up Services** tasks. His extensive background in operations and maintenance is perfect for this assignment. Mr. Grande has over 41 years of experience in the operation, maintenance and repair of sewage treatment plant equipment, pumping stations and CSO screening facilities. His experience includes management of NYCDEP's sewage collection facilities, including 90 pumping stations and several CSO facilities projects. Being a former Operations Division Chief, Mr. Grande will work with the NCDPW operators and discuss their project concerns and develop an overall project approach that can address operations, materials of construction and functionality of the grit removal equipment.

Nathan Wheeler, P.E. will serve as a Project Engineer and assist with the **Mechanical/Hydraulics** design and layout of the cyclones, pumps and washers. He has over 11 years experience in the design of wastewater treatment plants. His Nassau County experience includes the new effluent filters of the Bay Park STP and effluent Pump Building new platforms and lighting.

Thomas Pasculli, P.E. will serve as the **Electrical/Instrumentation** design Task Leader and the project's electrical work will be under his direct supervision and control. Mr. Pasculli has over 17 years of experience in the design of electrical and instrumentation systems for water and wastewater treatment facilities. He designed emergency generators and motor control centers for several treatment plants and pumping stations including variable speed drives control systems. Mr. Pasculli managed numerous projects involving electrical, power and control systems. He is currently managing the Bay Park Lighting Improvements Project for Nassau County. His experience includes the Digester Upgrade electrical and lightning protection systems at the Cedar Creek WPCP.

Larry S. Bingaman, P.E. will assist with the **Electrical/Instrumentation** design task. Mr. Bingaman has 30 years experience preparing designs, plans, specifications, and cost estimates for electrical and control projects, including those involving distributed control systems (DCSs) and programmable logic controller (PLC) systems. He prepares piping and instrument diagrams, control concept documents, control system architecture drawings, input/output lists,



equipment schedules, system and equipment specifications, wiring diagrams, logic diagrams, installation drawings, and control panel design drawings; programs PLCs; and provides system start-up and commissioning services. Mr. Bingaman also performs project management responsibilities that involve coordinating resources for projects involving industrial and manufacturing facilities and utility applications, as well as for other projects involving process automation.

Norman Namdar, P.E. will be the lead **Structural/Geotechnical** Engineer assigned to this project. Mr. Namdar has over 38 years experience in structural design and has extensive experience in structural repairs and modifications to buildings, wastewater treatment plants and pumping stations.

Jeffrey Butler, P.E. will be the **SEQR/Permitting/Regulatory** Task Leader. He has over 24 years experience with municipal infrastructure projects. He has coordinated and managed environmental assessments, investigations, permits, and design for a wide variety of projects, including water tunnel facilities, pumping stations, mass transit facilities, and water and wastewater treatment facilities. His recent permitting experience includes the Great Neck WWTP BNR upgrades to meet the LIS study requirement.

Edward Hiney, CCC (NASCO) will be responsible for **Cost Estimating**. He has over 32 years construction experience in cost estimating and cost control, proposal analysis, value engineering, scheduling and project management experience on a wide variety of projects including commercial and office buildings, public schools, colleges, universities, institutional, residential, restorations, public buildings, high-rise, transportation, and heavy construction projects.

His experience also includes alterations, restorations, renovations and new construction. He has performed cost consulting at all stages of design and has performed value engineering on many projects, including schools, colleges, public buildings, hospitals, courthouses, detention facilities, water pollution control plants, bridges, tunnels and various infrastructure projects.



Michael LaPilusa, P.E. (Chu & Gassman) has overall responsibility for Chu and Gassman's Mechanical Engineering Department. He will be the HVAC Task Leader for this project. Mr. LaPilusa has completed several projects at the Bay Park Plant including the TDR for this project. His project experience includes assignments on projects as large as \$225 million and his design experience aggregates in excess of over \$125 million in total constructed value in the industrial, commercial, institutional, municipal, military, transportation and housing industries. His involvement includes mechanical systems design, project management, estimating, and construction support.

Theodore Gassman, P.E. (Chu & Gassman) will also be responsible for HVAC. At Chu & Gassman he is responsible for engineering and design of electrical power and fire protection systems, as well as the development of contract documents and construction coordination services for large treatment plants and pumping stations in the New Jersey and New York area. He also has conducted acceptance testing for major electrical equipment provided on these projects.

Daniel Gessler, P.E., Ph.D. (Alden) will be responsible for **Computational Fluid Modeling**. Dr. Gessler's responsibilities at Alden include hydraulic modeling using physical and numeric modeling. Physical modeling includes hydraulic structures, pump intakes and large scale topographic models. Numeric modeling includes CFD models and one, two and three dimensional hydraulic models, including sediment transport simulations. He has specialized experience in the modeling of hydraulic structures and extensive experience modeling pump intake structures. Dr. Gessler's expertise includes:

- Hydraulic modeling and computational fluid dynamics
- Dam and Spillway hydraulics
- Hydraulic modeling of treatment plant process equipment
- Design and testing of unique and innovative hydraulic structures

Dr. Gessler has over 18 years of experience in numeric modeling. Since joining Alden in 2002, he has served as a senior hydraulic modeler using computational fluid dynamics and physical



models to investigate a broad range of hydraulics and treatment plant problems, including various types of mixing flow problems and complex sedimentation studies.

Songheng Li, P.E., Ph.D. (Alden) will assist with the **Computational Fluid Modeling** task. Dr. Li's responsibilities at Alden include CFD modeling of single- and multiple-phase fluid flows with and without heat transfer which are associated with hydraulic structures at water pump intakes, nuclear power plants, wastewater treatment plants, fish passage, pollutant dilution, particle movement, and sediment transportation. Dr. Li's expertise includes:

- Suppression of vortices in water pump intakes
- Improvement/optimization of flow capacity through hydraulic structures such as weirs, spillways (gated or fully open), sluice gates, valves, etc.
- Improvement/optimization of flow patterns and hydrodynamics of internal and external flows with complicated geometries
- Objects and discrete particles movement within flows
- Prediction and improvement of sediment erosion and deposition
- Hydrodynamics and thermodynamics of fluid flows with heat transfer

Dr. Li has 16 years of hydraulic and sediment engineering experience solving a wide spectrum of closed conduit and open channel flow problems (7 years in China and 9 years in USA). With 3 years experience at Alden, he has been in charge of CFD simulations in a number of industry projects distributed in hydraulics, environmental and nuclear power plant sectors.

Randy S. Lagumbay, Ph.D. (Alden) will also assist with the **Computational Fluid Modeling** task. Dr. Lagumbay is a flow engineer in the hydraulic group department at Alden. His work involves CFD modeling and simulation of various engineering flow problems ranging from mechanical engineering system to civil engineering hydraulic structures. Dr. Lagumbay's particular expertise is in the areas of high speed multi-phase and multi-component flows, especially in the development of advanced numerical technique for modeling and simulation. Dr. Lagumbay's expertise includes:

- Engineering system design and development using state-of-the art CFD analysis.



County of Nassau
Department of Public Works
RFP No. PW-S3B120-02C
Bay Park Sewage Treatment Plant
Grit Removal Facility Improvements

- Mathematical modeling and advanced numerical code development.
- Numerical modeling and simulation of supersonic multi-phase and multi-component flow.
- Statistical process control data analysis.





TABLE 3

Position/Role	Staff	Registrations	% of Time Dedicated to Project
Project Director	Hadjiyane, Stephen	P.E.	15
Project Manager	Augustin, Lars	P.E.	20
Technical Advisor	Papamichael, Fotios	P.E.	5
Technical Advisor	Adamski, Robert	P.E.	5
Technical Advisor	Gerlach, Stephen	P.E.	5
Process –Task Leader	Updegraff, Friederich	P.E.	20
Plumbing – Task Leader	Briner, Edwin	P.E.	25
Mechanical/Hydraulics, Training/Start-up Services, and Construction Management – Task Leader	Grande, Philip	P.E.	25
Mechanical/Hydraulics – Project Engineer	Wheeler, Nathan	P.E.	50
Electrical/Instrumentation – Task Leader	Pasculli, Thomas	P.E.	25
Electrical/Instrumentation – Project Engineer	Bingaman, Larry	P.E.	20
Structural/Geotechnical – Task Leader	Namdar, Norman	P.E.	25
Cost Estimating – Task Leader	Hiney, Edward	CCC	5
HVAC – Task Leader	LaPilusa, Michael	P.E.	20
HVAC – Project Engineer	Gassman, Theodore	P.E.	20
Odor Control – Task Leader	Jager, Ronald	P.E.	10
Odor Control – Project Engineer	Lochner, Eric	P.E.	20
Computational Fluid Modeling – Task Leader	Gessler, Daniel	P.E., Ph.D.	5
Computational Fluid Modeling – CFD Engineer	Li, Songheng	P.E., Ph.D.	5
Computational Fluid Modeling – Flow Engineer	Lagumbay, Randy S.	Ph.D.	5



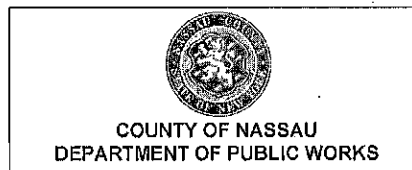
Gannett Fleming
Your Trusted Advisor Since 1915

ORGANIZATION CHART

County of Nassau
Department of Public Works
RFP No. PW-S3B120-02C
Bay Park Sewage Treatment Plant
Grit Removal Facility Improvements

Sub-Consultants

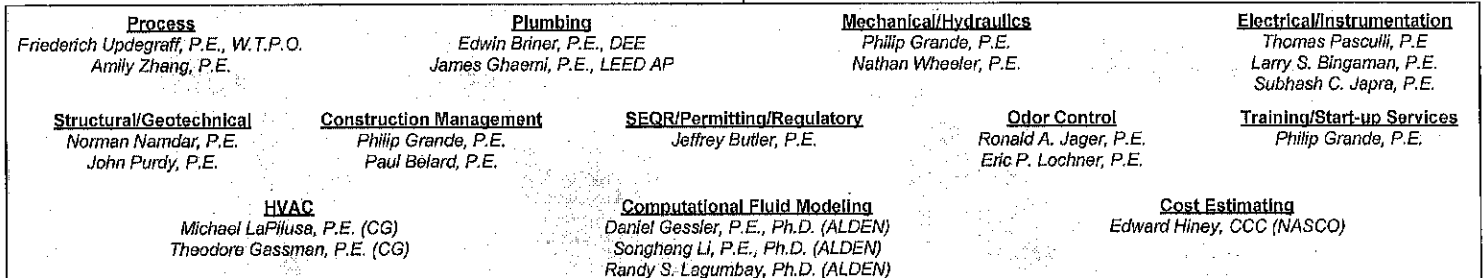
NASCO Consulting (NASCO) – WBE
Chu & Gassman (CG) – MBE
Alden Research Laboratory, Inc. (ALDEN)



Project Director
Stephen Hadjiyane, P.E.

Project Manager
Lars Augustin, P.E.

Technical Advisor
Fotios Papamichael, P.E., BCEE
Robert Adamski, P.E., BCEE
Stephen Gerlach, P.E.



ISO 9001:2008
CERTIFIED

COUNTY OF NASSAU

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

1. Name of the Entity: Gannett Fleming Engineers, PC
Address: 100 Crossways Park West, Suite 300
City, State and Zip Code: Woodbury, NY 11797
2. Entity's Vendor Identification Number: 52-2151596

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 attached list of Officers and Directors

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.

James R. Laurita, [REDACTED]

John W. Kovacs, [REDACTED]

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

Gannett Fleming, Inc. and Gannett Fleming Engineers and Architects, PC are both affiliated with

Gannett Fleming Engineers, PC. No employees from Gannett Fleming, Inc. will perform work on this contract.

Employees from Gannett Fleming Engineers and Architects, PC will take part in the performance of this contract.

Please see the attached Vendor Disclosure Form for Gannett Fleming Engineers and Architects, PC.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None/Not Applicable (No lobbying services were utilized by Gannett Fleming related to this proposal/matter; however, Gannett Fleming Engineer and Architects, PC does have a relationship with Park Strategies, which is registered with Nassau County New York State and has provided introductions to Nassau County personnel in the past.)

(b) Describe lobbying activity of each lobbyist. See below 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 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: 11/17/17

Signed: 

Print Name: Stephen Hadjiyane

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

Gannett Fleming Engineers, P.C.

Officers and Directors

Last Changed 6/16/2016

* Laurita, James R.	Chairman
* Hadjiyane, Stephen	President
* Hadjiyane, Stephen	Treasurer
* Kovacs, John W.	Senior Vice President
* Kovacs, John W.	Secretary
Augustin, Lars	Vice President
Augustin, Lars	Assistant Secretary
Bartoldus, Doreen M.	Vice President
Hair, Glen L.	Vice President
Inyard, Frederick H.	Vice President
Schweiger, Paul G.	Vice President

* = Director

Gannett Fleming Engineers, P.C.

* Laurita, James R - Chairman

Address: [REDACTED]

* Hadjiyane, Stephen -- President and Treasurer

Address: [REDACTED]

* Kovacs, John W - Senior Vice President and Secretary

Address: [REDACTED]

Augustin, Lars- Vice President and Assistant Secretary

Address: [REDACTED]

Bartoldus, Doreen M - Vice President

Address: [REDACTED]

Hair, Glen L - Vice President

Address: [REDACTED]

Inyard, Frederick H - Vice President

Address: [REDACTED]

Schweiger, Paul G - Vice President

Address: [REDACTED]

* = Director

COUNTY OF NASSAU

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

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

Address: 100 Crossways Park West, Suite 300

City, State and Zip Code: Woodbury, NY 11797

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 attached list of Officers and Directors.

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.

James R. Laurita, [REDACTED]

John W. Kovacs, [REDACTED]

Harry T. Osborne, [REDACTED]

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

Gannett Fleming Engineers and Architects, PC is an affiliate 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.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None/Not Applicable (No lobbying services were utilized by Gannett Fleming related to this proposal/matter; however, Gannett Fleming Engineer and Architects, PC does have a relationship with Park Strategies, which is registered with Nassau County New York State and has provided introductions to Nassau County personnel in the past.)

(b) Describe lobbying activity of each lobbyist. See below 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 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: 4/17/17

Signed: 

Print Name: Stephen Hadjiyane

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

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

Name	Title	Home Address	City	State	Zip Code
* Laurita, James R	Chairman and President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Secretary & Sr. Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
* Hair, Glen L		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
* Kovacs, John W	Sr. Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
* Osborne, Harry T	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Treasurer & Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
* Rikk, Joseph Jr		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Barrett, Warren A II *	Senior Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Hoffman, Arthur G Jr.	Assistant Secretary & Sr. Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Beauduy, Charles H	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Daley, Thomas P	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Gerlach, Stephen B	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Hadjilyane, Stephen	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Hawtof, Steven I	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Holderbaum, Rodney E	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Inyard, Frederick H	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Kardos, Brian	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Kenny, John R	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
King, Brian	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Link, George S	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
McNamara, Michael T	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Morosky, Donald G	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mulqueen, Bryan P	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Papamichael, Fotios	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Purdy, John D	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Pursel, Thomas B	Assistant Secretary & Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Tulumello, Giuseppe	Assistant Treasurer & Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Weber, Mitchell M	Vice President	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

* Director

Gannett Fleming Engineers and Architects, PC
Vendor Disclosure Form Question 4

Name	Business Address	Telephone
Doreen M. Bartoldus	100 Crossways Park West Woodbury, NY 11797	(516) 6364-4140
Charles H. Beauduy	207 Senate Ave. Camp Hill, PA 17011	(717) 762-8150
Thomas Daley	333 Elm Street Dedham, MA 02026	(781) 326-4605
Stephen Gerlach	7133 Rutherford Rd Baltimore, MD 21244	(443) 348-2017
Glen L. Hair	207 Senate Ave. Camp Hill, PA 17011	(717) 762-8150
Stephen Hadjiyane	100 Crossways Park West Woodbury, NJ 11797	(516) 6364-4140
Steven I. Hawtof	7133 Rutherford Rd Baltimore, MD 21244	(443) 348-2017
Arthur G. Hoffman, Jr.	207 Senate Ave. Camp Hill, PA 17011	(717) 762-8150
Rodney E. Holderbaum	207 Senate Ave. Camp Hill, PA 17011	(717) 762-8150
Frederick H. Inyard	100 Crossways Park West Woodbury, NY 11797	(516) 364-4140
Brian R. Kardos	3340 West Market St 1st Floor Fairlawn, OH 44333	(330) 668-8800
John R. Kenny	3838 North Central Ave. Phoenix, AZ 85012	(602) 553-8817
John W. Kovacs	730 Holiday Drive Pittsburgh, PA 15220	(412) 922-5575
James R. Laurita	Two Penn Plaza, 380 Seventh Ave. New York, NY 10121	(212) 268-6684
George S. Link	5 Eves Drive Marlton, NJ 08053	(856) 396-2226
Bradley A. Mason	4035 Ridge Top Rd, St 500 Fairfax, VA 22030	(703) 277-9501
Michael T. McNamara	1010 Adams Ave Audubon, PA 19403	(610) 650-8101
Donald G. Morosky	207 Senate Ave. Camp Hill, PA 17011	(717) 762-8150
Bryan P. Mulqueen	2610 Wycliff Road Raleigh, NC 27607	(919) 420-7611
Harry T. Osborne	1 Cragwood Rd South Plainfield, NJ 07080	(908) 755-0040
Fotios Papiemichael	100 Crossways Park West Woodbury, NY 11797	(516) 6364-4140
John D. Purdy	Two Penn Plaza, 380 Seventh Ave. New York, NY 10121	(212) 268-6684
Thomas B. Pursel	207 Senate Ave. Camp Hill, PA 17011	(717) 762-8150
Joseph Rikk, Jr.	4151 Executive Parkway Westerville, OH 43081	(614) 794-9424
Warren A. Barrett	7133 Rutherford Rd., Baltimore, MD 21244	(443) 348-2017

Giuseppe Tulumello	Two Penn Plaza, 380 Seventh Ave. New York, NY 10121	(212) 268-6684
Mitchell W. Weber	300 N. Cleveland-Massillon Rd Akron, OH 44333	(330) 668-8800

AMENDMENT NO. 2

AMENDMENT, dated as of _____, 2017 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Gannett Fleming Engineers, P.C., a consulting engineering firm having its principal office at 100 Crossways Park West, Woodbury, New York 11797 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number S3B120-02C between the County and the Firm, executed on behalf of the County on June 28, 2011, and as extended by extension letter, executed on behalf of the County on May 20, 2016 (the "Original Agreement"), and as amended by an amendment executed on behalf of the County on March 24, 2014 (the "Amendment No. 1"), the Firm performed certain services for the County in connection with the Grit Removal Facility Improvements at the Bay Park Sewage Treatment Plant, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from December 28, 2010, through December 28, 2016 (the "Original Term");

WHEREAS, the Maximum Amount that the County agreed to reimburse the Firm for Services under the Original Agreement and Amendments, as full compensation for the Services, was One Million Nine Hundred Ten Thousand Six Hundred Ninety-Four dollars (\$1,910,694) (the "Amended Maximum Amount");

WHEREAS, the County and the Firm desire to amend the Original Term and extend the Original Term in order to complete the Services: and,

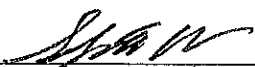
NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment ("Amendment No. 2"), the parties agree as follows:

1. Term Extension. The Original Term shall be extended by twenty-four (24) months so that the Expiration Date as amended by this Amendment ("Amendment No. 2") shall be December 28, 2018 (the "Amended Term"). The Department, in its sole discretion, shall have the right to extend this Amended Term for a period of up to two (2) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.

2. Full Force and Effect. All the terms and conditions of the Original Agreement and Amendment No. 1 not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

GANNETT FLEMING ENGINEERS, P.C.

By: 

Name: Stephen Haggins

Title: President

Date: 1/17/17

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

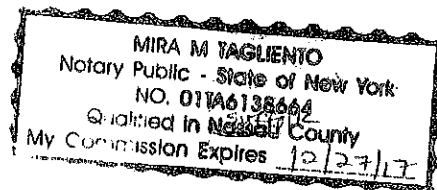
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17 day of January in the year 2017 before me personally came Stephen Hadjiyane to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the President of Cannett Fleming Engineers, P.C.; the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


 NOTARY PUBLIC


STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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: January 13, 2017

SUBJECT: Bay Park Grit Removal Facility Improvements
Extension of Design and Design Services during Construction for
Gannett Fleming Engineers, P.C. Engineers
Agreement No. S3B120-02C

Gannett Fleming Engineers, P.C. (GF), was procured to provide detailed design and design services during construction for the above subject Bay Park project. It is the intent of this Department to amend the existing agreement to extend those services for two (2) years from December 28, 2016 to December 28, 2018. The Original five (5) year Term of the Agreement was extended through an extension letter for one (1) year to December 28, 2016. No additional funds are requested, just an extension of time.

Because of the unreliability of the existing grit process equipment and compliance with the plant's SPDES permit limits, GF was authorized to proceed with the preparation of a technical design report that required them to investigate alternative grit removal technologies. Accordingly, design did not commence until completion and acceptance of this report which occurred in March 2012. During the subsequent design period, Hurricane Sandy delayed the completion of design resulting in bid advertisement commencing on February 21, 2014 with bid opening on April 1, 2014. Notice to proceed with construction occurred a year later on April 20, 2015. Currently, the construction project is on schedule for completion by July 18, 2017. In addition to this ongoing work, there will be construction ending paperwork and one year project certification that will need to be completed. Gannett Fleming cannot be reimbursed without an amendment to their agreement.


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


Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:JLD:rp

c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Damon W. Urso, Sanitary Engineer III
Loretta V. Dionisio, Hydrogeologist II

APPROVED:



Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/18/2017

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 E-MAIL ADDRESS: JBolton@GunnMowery.com FAX (A/C, No): 717-761-6159	
INSURED Gannett Fleming Engineers, PC 100 Crossways Park West Suite 300 Woodbury NY 11797-2012		INSURER(S) AFFORDING COVERAGE INSURER A: PA Manufacturers' Assoc Ins Co. INSURER B: PA Manufacturers Indemnity Co. INSURER C: INSURER D: INSURER E: INSURER F:	
6895		NAIC # 12262 41424	

COVERAGES**CERTIFICATE NUMBER:** 779451136**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	3017012907384A 3017012907384B	2/1/2017 2/1/2017	2/1/2018 2/1/2018	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	1517012907384	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B 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	2017012907384A 2017012907384B	2/1/2017 2/1/2017	2/1/2018 2/1/2018	<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)

1008-53858-0030001 Bay Park Sewage Treatment Plant Grit Removal Facility Improvements. The following are considered as Additional Insureds for General Liability as their interest may appear: Nassau County, NY [II-Woodbury //KJ]

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

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

6/1/2017

DATE (MM/DD/YYYY)

5/26/2016

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 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 P.C. 100 CROSSWAYS PARK WEST, SUITE 300 WOODBURY NY 11797	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC # 19437		

COVERAGES **CERTIFICATE NUMBER:** 12348524 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> 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 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> 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)
Re: 1008-53858 Bay Park Sewage Treatment Plant Grit Removal Facility Improvements. [II-Woodbury //KJ].

CERTIFICATE HOLDER**CANCELLATION**

12348524 Nassau County, Department of Public Works 1550 Franklin Avenue Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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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 87.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Stephen Hadjiyane

Name and Title of Authorized Representative

m/d/yy

Signature

Date

Gannett Fleming Engineers, P.C.

Name of Organization

100 Crossways Park West, Suite 300 Woodbury, NY 11797

Address of Organization

Instructions for Certification

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

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONSULTANT AND CONTRACTOR EVALUATION FORM

Contract No.: S3B120-02C Number of Prime Contracts: n/a

Contract Desc: Design Services and DSDC work for Bay Park Grit Removal Facility Improvements

Contract Type: Professional Services Design Contract Amt: \$1,910,694.00

Firm's Name: Gannett Fleming Engineers, P.C. Vendor I.D.: 52-2151596

Address: Suite 300, 100 Crossways Park West, Woodbury, NY 11797

Contract Completion Date: Active Contract

Evaluate: [Good (G); Satisfactory (S); Unsatisfactory (U) or Not Applicable (n/a)]

Work Quality	<u>G</u>	Physical Facilities	<u>n/a</u>
--------------	----------	---------------------	------------

Reliability	<u>G</u>	Technical Ability	<u>G</u>
-------------	----------	-------------------	----------

Accountability	<u>G</u>	Record Keeping	<u>G</u>
----------------	----------	----------------	----------

Achieving Schedule	<u>G</u>	Cooperation	<u>G</u>
--------------------	----------	-------------	----------

Substitution of Materials	<u>n/a</u>	Supervision	<u>G</u>
---------------------------	------------	-------------	----------

Attendance at Meetings	<u>G</u>	Organization	<u>G</u>
------------------------	----------	--------------	----------

Litigation (Y/N)	<u>N</u>	Adequacy of Personnel	<u>G</u>
------------------	----------	-----------------------	----------

Compliance with Contract	<u>G</u>	Safety Compliance	<u>G</u>
--------------------------	----------	-------------------	----------

Overall Performance	<u>G</u>
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Comments (Mandatory for U Ratings) _____

Rated by: Damon Urso

Title: Sanitary Engineer III

Date: February 2, 2017

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: January 13, 2017

SUBJECT: Bay Park Grit Removal Facility Improvements
Extension of Design and Design Services during Construction for
Gannett Fleming Engineers, P.C. Engineers
Agreement No. S3B120-02C

Gannett Fleming Engineers, P.C. (GF), was procured to provide detailed design and design services during construction for the above subject Bay Park project. It is the intent of this Department to amend the existing agreement to extend those services for two (2) years from December 28, 2016 to December 28, 2018. The Original five (5) year Term of the Agreement was extended through an extension letter for one (1) year to December 28, 2016. No additional funds are requested, just an extension of time.

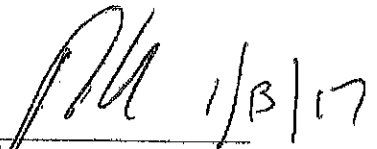
Because of the unreliability of the existing grit process equipment and compliance with the plant's SPDES permit limits, GF was authorized to proceed with the preparation of a technical design report that required them to investigate alternative grit removal technologies. Accordingly, design did not commence until completion and acceptance of this report which occurred in March 2012. During the subsequent design period, Hurricane Sandy delayed the completion of design resulting in bid advertisement commencing on February 21, 2014 with bid opening on April 1, 2014. Notice to proceed with construction occurred a year later on April 20, 2015. Currently, the construction project is on schedule for completion by July 18, 2017. In addition to this ongoing work, there will be construction ending paperwork and one year project certification that will need to be completed. Gannett Fleming cannot be reimbursed without an amendment to their agreement.

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


Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:JLD:rp
cc: Shila Shah-Gavoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Damon W. Urso, Sanitary Engineer III
Loretta V. Dionisio, Hydrogeologist II

APPROVED:


Richard R. Walker
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date



Contract ID#: S3B120-02CCLPW13000092
Department: Public Works**CF (Capital)****E-03-14****Contract Details**NIFS ID #: CLPW11000000 NIFS Entry Date: 12/18/13 SERVICE: Term: from 12/28/10 to 12/28/15

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

Agency Information

Vendor	
Name Gannett Fleming Engineers, P.C.	Vendor ID# 52-2151596
Address 100 Crossways Park West Suite 300 Woodbury, NY 11797	Contact Person Fotios Papamichael, President
	Phone (516) 364-4140

County Department
Department Contact Kenneth G. Arnold, Assistant to Commissioner
Address 1194 Prospect Ave. Westbury, NY 11590-2723
Phone 516-571-9607

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	12/18/13	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	12/17/13	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	12/24/13	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
12/30/13	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/30/13	<i>[Signature]</i>	
12/30/13	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/30/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Pw'd Original Contract to CA <input type="checkbox"/>	12/31/13	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	1/14/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	3/3/14	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	1/3/14	<i>[Signature]</i>	



Contract Summary

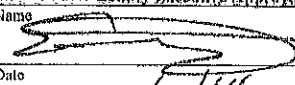

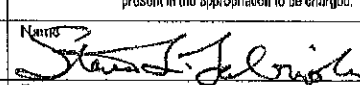
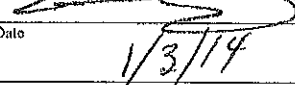
Description: Increase for Design Services for the Bay Park Sewage Treatment Plant Grit Removal Facility improvements.
Purpose: Amendment to provide increase design fees due to adjustment in construction estimate from \$15,000,000 to \$18,859,000; and, for design changes made to the original scope of work.
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: On September 21, 2010, the Department issued an RFP (Request For Proposals) to procure design services for the Grit Facility. Four (4) firms responded and their proposals were evaluated. The firm of Gannett Fleming received the highest technical rating & proposed a reasonable cost. The justification for selecting the Firm of Gannett Fleming was approved by the office of the County Executive on December 27, 2010.
Description of General Provisions: We are requesting an increase of \$604,194, for a new maximum cost ceiling of \$1,910,694.
Impact on Funding / Price Analysis: Funding for these services to be provided under this Amendment will come from Capital Project 3B120.
Change in Contract from Prior Procurement: Request of an increase in maximum contract amount to \$1,910,694 from \$1,306,500.
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW	Revenue Contract	<input type="checkbox"/>	XXXXXXXX	1	CSW; 3B120	\$ 604,194
Control:	3B	County		\$ 604,194	2		\$
Resp:	120	Federal		\$	3		\$
Object:	0002	State		\$	4		\$
Transaction:		Capital		\$	5		\$
		Other		\$	6		\$
		TOTAL		\$ 604,194	TOTAL		\$ 604,194

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Damon W. Urso, Sanitary Engineer III** Date: **October 21, 2013**

NIPS Certification		Controller Certification		County Executive Approval	
I certify that this document was accepted into NIPS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name 	
Name		Name		Date	
Date	3/4/14	Date	3/3/14	(For Office Use Only)	
				E #:	

8-3-14

RULES RESOLUTION NO. 3-2014

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

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-13-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

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

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

RULES RESOLUTION NO. – 201

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

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

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

AMENDMENT NO. 1

AMENDMENT, dated as of _____, 2013 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Gannett Fleming Engineers, P.C., a consultant engineering firm having its principal office at 100 Crossways Park West, Suite 300, Woodbury, New York 11797 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number S3B120-02C between the County and the Firm, executed on behalf of the County on June 28, 2011 (the "Original Agreement"), the Firm performed certain services for the County in connection with engineering design for Grit Removal Facility Improvements at the Bay Park Sewage Treatment Plant, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from December 28, 2010, through December 28, 2015 (the "Original Term");

WHEREAS; the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was One Million Three Hundred Six Thousand Five Hundred dollars (\$1,306,500) (the "Maximum Amount"); and

WHEREAS; the County and the Firm desire to amend the Original Services and increase the Maximum Amount to One Million Nine Hundred Ten Thousand Six Hundred Ninety-Four dollars (\$1,910,694).

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

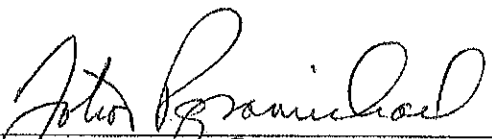
1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Six Hundred Four Thousand One Hundred Ninety- Four dollars (\$604,194), so that the maximum amount that the County shall pay to the Firm as full consideration for all Services provided under the Amended Agreement shall be One Million Nine Hundred Ten Thousand Six Hundred Ninety-Four dollars (\$1,910,694) (the "Amended Maximum Amount").

2. Compliance With Law. The Firm shall comply with all federal, state and local laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.


3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement].

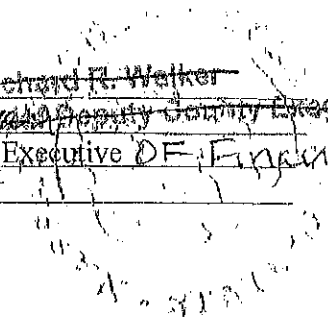
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

GANNETT FLEMING ENGINEERS, P.C.

By: 
Name: FOTIOS PAPANICHAEL
Title: PRESIDENT
Date: 11/19/13

NASSAU COUNTY

By: 
Name: Timothy Sullivan
Title: Deputy County Executive
Date: 3/25/14



PLEASE EXECUTE IN BLUE INK

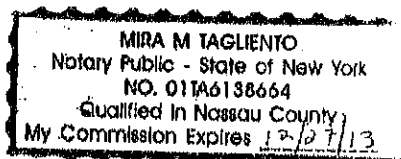
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19th day of November in the year 2013 before me personally came Elias Papamichael to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the President of Gannett Fleming Engineers, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC



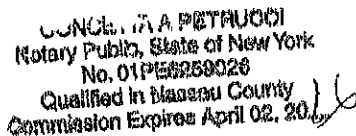
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 25 day of MARCH in the year 2014 before me personally came Timothy Sullivan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.


NOTARY PUBLIC



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: September 20, 2013

SUBJECT: Authorization to Amend Personal Service Agreement with
Gannett Fleming Engineers, P.C.
Bay Park Sewage Treatment Plant
Grit Removal Facility Improvements
Agreement No. S3B120-02C

This Department is requesting permission to amend the existing personal services agreement S3B120-02C with the consulting firm of Gannett Fleming (GF). This amendment is necessary to continue with the design and related construction services for needed improvements and modifications to the current grit removal system (previously modified during the early 1980s) at the Bay Park Sewage Treatment Plant located in East Rockaway.

The subject agreement with GF and resultant fee was predicated on an initial estimate of construction of \$15,000,000.00. As the project progressed through design, and changes were made to the original scope of work described in the Request for Proposals (RFP), the construction costs estimate has increased to \$18,859,000.00. The initial design fee is contractually set at 6.7% of the approved construction cost. With the initial estimate, this led to a fee of \$1,005,000.00 made up of design and construction related service. Added to this amount, a contingency of thirty (30) percent produced the contractual maximum cost of \$1,306,500.00.

We wish to increase the maximum amount that GF may be paid in this agreement to \$1,910,694.00 or an additional \$604,194.00 from the aforementioned \$1,306,500.00. This is composed of approved contractual extra services of \$234,500.00 for a technical design memorandum, project labor agreement study, subsurface investigation, and \$1,235,265.00 for design and construction related services based on the increased construction costs estimate and the re-establishment of the thirty (30) percent contingency. This increase in the construction cost estimate has been brought about by the change in scope from the original Technical Design Report due to better grit removal technologies, miscellaneous building improvements including new roof, and other necessary structural, electrical and HVAC changes associated with this newer technology.

Please signify below if you approve or disapprove of our recommendation after which we will implement the next appropriate Departmental procedure(s).

Shila Shah

Shila Shah-Gavnaudias
Commissioner

SSG:KGA:JLD:cs

c: Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Damon W. Urso, Sanitary Engineer III

APPROVED:

DISAPPROVED:

[Signature]
Richard R. Walker
Chief Deputy County Executive

9/25/13
Date

Richard R. Walker
Chief Deputy County Executive



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, P.C.

CONTRACTOR ADDRESS: 100 Crossways Park West, Suite 300

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 _____ [newspaper advertisement, posting on website, mailing, etc.], _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The _____ evaluation _____ committee _____ consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on June 28, 2011. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an RFP was issued. Proposers were notified by a legal noticed posted in Newsday and through the County website. Four (4) Firms responded and their proposals were evaluated. The Firm of Gannett Fleming received the highest technical rating & proposed a reasonable cost. 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.

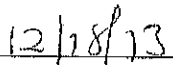
VII. () This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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



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.

Compt. form Pers./Prof. Services Contracts; Rev. 02/04

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Gannett Fleming Engineers, P.C.

Address: 100 Crossways Park West, Suite 300

City and State: Woodbury, NY

Zip Code 11797

2. Firm's Vendor Identification Number: 52-215-1596

3. Type of Business:

☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☐ Closely Held Corp. ☐ P.C. ☐ Other (specify)

4. List names and address 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 sheet (s) if necessary)

See Attached Sheet

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

See Attached Sheet

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Gannett Fleming, Inc, (See Separate Disclosure)

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 01/21/11

Signed: Fotos Papanichael

Print Name: Fotos Papanichael, P.E. BOEE

Title: President

Question #4 and #5 of Vendor Disclosure

Gannett Fleming Engineers, P.C.
Officers and Directors as of 01/01/2010

* James R. Laurita, Chairman

[REDACTED]

* Fotios Papamichael, President and Treasurer

[REDACTED]

Robert E. Adamski, Vice President

[REDACTED]

Stephen Hadjiyane, Vice President and Secretary

[REDACTED]

Frederick H. Inyard, Vice President

[REDACTED]

Gary A. Rozmus, Vice President and Assistant Secretary

[REDACTED]

* Chester L. Allen, Assistant Secretary

[REDACTED]

Owned by:

50% James R. Laurita (100 Shares)

50% Chester L. Allen (100 Shares)

* Director

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Gannett Fleming, Inc. (Affiliated Company)

Address: 207 Senate Avenue

City and State: Camp Hill, PA Zip Code 17011

2. Firm's Vendor Identification Number: 25-161-3591

3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☐ Closely Held Corp. ☒ INC. ☐ Other (specify)

4. List names and address 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 sheet (s) if necessary)

See Attached Sheet

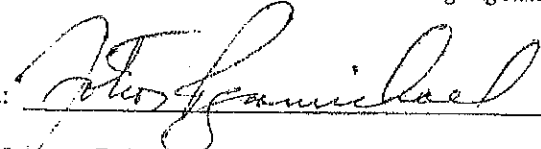
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

See Attached Sheet

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 01/21/11

Signed: 

Print Name: Fotlos Papamichael, P.E. BCCE

Title: Vice President

Question # 4 and #5 of Consultant Disclosure

Ackerman, Daryl E
Albert, Jeffrey J
Allen, Chester L
Allie, William W Jr
Averso, Martha J
Ayyaswami, Arul
Banta, Roger J
Barrett, W Arthur II
Beauduy, Charles H
Bingham, William B
Blair, R Edwin Jr
Botchie, Joseph G
Brown, Thomas S
Buchheit, John A
Burk, Edward C Jr
Cajias, Carlos M
Chase, Keith M
Cook, John W Jr
Darr, John A
Dietz, Robert J
Dimney, John G
Dougherty, John V
Dreese, Trent L
Droevich, Ronald J
Elliott, James C
Foots, Dean
Gerlach, Stephen B
Gibbons, Susan F
Glatfelter, Dale R
Gonzalez, Daniel J
Gorchak, Connie L
Gutman, Kenneth T
Guy, William T
Hartmann, Stephen
Hair, Glen L
Haire, Michael E
Handel, David A
Hawthorn, Steven I
Herbert, Paul R
Horganroeder, Richard
Hoffmann, Arthur G Jr
Holcass, Raymond L
Holderbaum, Rodney E
Hiteck, Judy L
Hughes, R Scott
Johnson, Darryl H
Johnson, Mark D
Jones, Craig D
Kemper, Richard C
Kenny, John R
Keno, Aaron D
Kline, Robert A Jr
Knepp, Lynn E
Koch, Richard N
Kornitz, Gene C
Kovacs, John W
Kugler, Dennis F
Langer, James A
Lapich, Kevin T
Laurita, James R
Lee, Michael T
Leach, Thomas G
Leina, Ronald N
Lewis, Paul J
Rile 1/1/2008

Question # 4 and #6 of Consultant Disclosure

Link, George S
Malloy, Michael W
McGinnis, Esther M
McLemore, Barbara R
Medl, Mark
Milakovic, Greg
Miller, Gary D
Miller, Rodney B
Morgan, Michael A
Morosky, Donald G
Myers, Martene A
Nicholas, Donald B
Norris, Charles R III
Nowicki, Paul D
O'Neal, Paul L
Papamichael, Fotios
Pietropola, Anthony J
Plumpton, William M
Pollack, Jonathan
Pugh, Richard A
Purdy, John D
Pursell, Thomas B
Rachford, Thomas M
Raffensparger, Jeffrey L
Ricker, Russell L III
Ridd, Joseph Jr
Ross, Mary C
Savidge, Roderick A
Scager, Robert M
Schreier, Ronald D
Schwartz, Ralph H
Schwalger, Paul G
Shaden, Kambiz F
Shaffer, Robert E
Sibley, Scott W
Silbaugh, Dennis W
Smyers, William J
Spanos, John J
Stout, William M
Stung, Myung H
Swisla, Kevin J
Thalno, Thomas V Jr.
Updegraff, K. Friedrich
Veydt, D Eric
Welch, Patrick J
Wilson, David H
Wilson, David B
Wolfe, Stanley E
Woyden, Edward L
Yen, Chen-yu
Zeevaert, Scott W
Zimmermann, Laurence S



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2013

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, LLC P. O. Box 900 Camp Hill PA 17001-0900	CONTACT NAME: PHONE (A/C No. Ext): 717-761-4600 FAX (A/C No.): 717-761-6159 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Pennsylvania Manufacturers Indemnity NAIC # 1424 INSURER B: Pennsylvania Manufacturers' Assoc I 12262 INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Gannett Fleming Engineers, PC 100 Crossways Park West Woodbury NY 11797-2012		

COVERAGES

CERTIFICATE NUMBER: 750314496

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	3013012907384	2/1/2013	2/1/2014	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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	1513012907384	2/1/2013	2/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ DED \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	2013012907384A 2013012907384B	2/1/2013 2/1/2013	2/1/2014 2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	WHEN REQUIRED BY SIGNED CONTRACT in advance of loss	Y	Y	3013012907384	2/1/2013	2/1/2014	BLANKET ADDITIONAL WAIVER OF SUBRO PRIMACY APPLIES INSURED APPLIES

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

1008-53858-0030001 Bay Park Sewage Treatment Plant Grit Removal Facility Improvements. The following are considered as Additional Insureds for General Liability as their interest may appear: Nassau County, NY [H-Woodbury //KJ]

CERTIFICATE HOLDER**CANCELLATION90**

NASSAU COUNTY, DEPARTMENT OF PUBLIC WORKS 1550 FRANKLIN AVENUE MINEOLA NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John R. Schmitt, Signature</i>

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

6/1/2014

DATE (MM/DD/YYYY)
5/28/2013

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	Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1908 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C No, Ext):	FAX (A/C No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Lexington Insurance Company	19437
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES GANFL01 CERTIFICATE NUMBER: 12348524 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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY			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
	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY PRC JCT LOG						
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	ANY AUTO						
	ALL OWNED AUTOS						
	SCHEDULED AUTOS						
	HIRED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	EXCESS LIAB						
	OCCUR CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			WC STATUTORY LIMITS OTH ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	PROFESSIONAL LIABILITY	N	N	020720848	6/1/2013	6/1/2014	\$2,000,000 EACH CLAIM/\$4,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: 1008-53858 Bay Park Sewage Treatment Plant Grit Removal Facility Improvements. [II-Woodbury //KJ].

CERTIFICATE HOLDER

CANCELLATION

12348524 Nassau County, Department of Public Works 1550 Franklin Avenue Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 26 (2010/05)

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Contract ID #: S3B12-02CDepartment: Public Works

CFPW11000007

E-69-11
CF**CF (Capital)****Contract Details**

NIFS ID #: _____ NIFS Entry Date: _____ SERVICE: _____ Term: from _____ to _____

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

Agency Information

Vendor		County Department	
Name Gannett Fleming Engineers, P.C.	Vendor ID# 52-2151596	Department Contact Kenneth G. Arnold, Assistant to Commissioner	
Address 100 Crossways Park West, Suite 300 Woodbury, NY 11797	Contact Person Fotios Papanichael, P.E.	Address 1194 Prospect Ave, Westbury, NY 11590-2723	
	Phone (516) 364-9890	Phone 516-571-9607	

Routing Slip

DATE RECEIVED	DEPARTMENT	Internal Verification	SIGNATURE	Final Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	2/21/11 [Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input checked="" type="checkbox"/>	3/11/11 [Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	3/22/11 [Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3/22/11	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/22/11 [Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3/22/11	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	5/22/11 [Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	3/23/11 [Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		
	County Attorney	NIFS Approval <input type="checkbox"/>	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/22/11 [Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	3/23/11 [Signature]	



Contract Summary

Description: Preparation of detail design documents and construction administrative services for the Bay Park STP that will address the improvements to the Grit Facility at the Plant.

Purpose: The grit facility currently utilizes outdated technologies with equipment at the end of its useful life, resulting in a maintenance intensive and odorous process. This project will design improvements to the facility that will ensure its continued reliability for the next 25 year life cycle, while decreasing operation and maintenance burdens as well as bringing the Bay Park STP in compliance with SPDES permit limits.

Method of Procurement: The Department requested and received a proposal to provide engineering services to develop bid documents for a total cost (with contingency) of \$1,306,500. The Firm of Gannett Fleming (GF) received the highest technical rating and after costs negotiation a competitive/reasonable cost. This Department recommends we retain the services of the GF.

Procurement History: On September 21, 2010, the Department issued an RFP (request for proposals) to procure design services for the Grit Facility. Four (4) Firms responded and their proposals were evaluated. The Firm of Gannett Fleming received the highest technical rating & proposed a reasonable cost. The justification for selecting the Firm of GF was approved by the office of the County Executive on December 27, 2010. See attached December 17, 2010 memo.

Description of General Provisions: Percent of Construction Agreement

Impact on Funding / Price Analysis: The fee for these services with contingencies is \$1,306,500. Funding is included in Capital Program.

Change in Contract from Prior Procurement: Not applicable.

Recommendation: Approve as submitted

Advertisement Information

BUDGET CODES	
Fund:	CSW
Control:	3B
Resp:	120
Object:	002
Transaction:	

FUNDING SOURCE		AMOUNT
Revenue Contract	<input type="checkbox"/>	
County	-	\$ 1,306,500
Federal		\$
State		\$
Capital		\$
Other		\$
TOTAL		\$ 1,306,500

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSW; 3B120	\$ 1,306,500
2		\$
3		\$
4		\$
5		\$
TOTAL		\$ 1,306,500

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Damon W. Urso, Sanitary Engineer III

Date: October 21, 2010

I certify that this document was accepted into NIS.		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		E #:	

6/30/11 6/2/11 3/23/11

(For Office Use Only)

E-69-11

RULES RESOLUTION NO. 88 2011

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

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on APR 6th 2011
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County on behalf of the Department of Public
Works, has negotiated a personal services agreement with Gannett Fleming
Engineers, P.C., for design and construction related services, a copy of
which is on file with the Clerk of the Legislature; now, therefore, be it

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

RULES RESOLUTION NO. -- 2011

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

WHEREAS, the County on behalf of the Department of Public Works, has negotiated a personal services agreement with Gannett Fleming Engineers, P.C., for design and construction related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

**REQUEST TO INITIATE
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

Project No.: 3B120

Project Title: Bay Park Sewage Treatment Plant
Grit Removal Facility Improvements

Department: Public Works

Date: September 1, 2010

Service Requested: The Department of Public Works desires to procure a firm to provide engineering services in regard to the design and construction administration of modifications to the Grit Removal Facility at the Bay Park Sewage Treatment Plant (STP) in East Rockaway, New York.

Justification: The Grit facility was constructed and placed into operation in the mid 1980's and is currently at the end of its useful life expectancy of 20 years. The equipment is outdated, significantly worn and has become maintenance intensive, resulting in increased expenditures to maintain it in-service.

Estimated Design Cost: \$750,000 - \$1,000,000

Date RFP Due: October 2010

Department Head Approval:

☒ YES

☐ NO

DCE/Vertical Approval:

☒ YES

☐ NO

DCE/Ops Approval:

☐ YES

☐ NO

SIGNATURE

SIGNATURE

SIGNATURE

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

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

DCE/Ops Approval:

YES

NO

Signature _____

SSG:KGA:JLD:cs

K:\hix\Water-Waste Water Engineering\Capital Project Program\3B120 - Bay Park Preliminary Treatment\Grit Tank
RFP\req2initiate.Grit.090110.doc

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Rob Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: December 17, 2010

SUBJECT: Proposed Personal Services Agreement with Gannett Fleming Engineers, P.C.
Design and Construction Related Services
Bay Park Sewage Treatment Plant
Grit Removal Facility Improvements
Capital Project No. 3B120
Recommendation of Firm for Design Services



This Department intends to procure design and construction related services for the improvements to the Grit Facility at the Bay Park Sewage Treatment Plant (STP). The Grit Facility currently utilizes equipment that has reached the end of its useful life, resulting in a maintenance intensive process. This Department is seeking to retain a consulting engineering firm to plan and design improvements to the facility that will ensure its continued reliable operation for the next 20 or more years, while decreasing operation and maintenance burdens. Services shall include detailed design, bid assistance and 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 on September 21, 2010 and advertised in *Newsday*.

Technical and Cost Proposals were submitted by the four (4) firms listed below on October 22, 2010. 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 opened. The results of the technical evaluation are summarized below, along with each firm's total proposed project fee (based upon a \$15,000,000 construction budget:

PROPOSER	Technical Rank	Technical Score	Total Project Fee (Detail Design & Construction Services)	Total Cost Proposal with Contingency
Gannett Fleming	1	89.2	\$1,200,000	\$1,560,000
Dvirka and Bartilucci	2	86.0	\$975,000	\$1,267,500
Hazen and Sawyer, P.C.	3	84.8	\$1,100,000	\$1,430,000
CDM	4	81.8	\$1,012,500	\$1,316,250

While the proposal from Gannett Fleming received the highest technical rating, 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. Subsequent to this discussion, Gannett Fleming submitted a revised cost proposal of \$1,005,000 (\$1,306,500) for this project.

Rob Walker, Chief Deputy County Executive

December 17, 2010

Page Two

SUBJECT: Bay Park STP
Grit Removal Facility Improvements
Capital Project No. 3B120
Recommendation of Firm for Basic Project Services

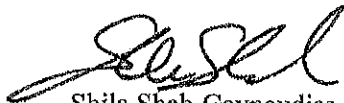
In our professional judgment, the proposal submitted by Gannett Fleming, Engineers, P.C., having the highest technical rating, including previous experience with similar wastewater treatment process improvements, and proposing a reasonable/competitive design fee, represents the best value to the County.

Due to the current ongoing issues at the Bay Park STP, the Department is required to report to the New York State Department of Environmental Conservation (NYSDEC) on a weekly basis the progress of various work activities, including repairs to the existing Grit Removal Facility. The existing equipment, specifically the grit drag-out system, fails regularly, resulting in the carryover of grit into downstream processes. Accordingly, we are requesting that Gannett Fleming be allowed to start work on this project before the Agreement is executed. The Firm will be directed to investigate and recommend interim improvements to the Grit Removal Facility such that it will operate reliably while the scope and detailed design documents for the major capital improvements are developed. Should you concur with this request, notification will be provided to the appropriate representatives of the Legislature of our intent to begin the Firm's services prior to having an Agreement in-place.

The initial funding for these professional services is available under Capital Project 3B120. Funding for subsequent related services during construction is anticipated to be included in a future capital plan.

In accordance with the procedural guidelines, CSEA has been notified of this proposed agreement.

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



Shila Shah-Gavnoudias
Commissioner

SSG:JLD:cs

c: Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Damon W. Urso, Sanitary Engineer III ✓
Jonathan Lesman, Management Analyst I

APPROVED:



Rob Walker
Chief Deputy County Executive

12/27/10
Date

DISAPPROVED:

Rob Walker
Chief Deputy County Executive

Date

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, P.C.

CONTRACTOR ADDRESS: 100 Crossways Park West, Suite 300
Woodbury, New York, 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 _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The _____ evaluation _____ committee _____ consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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. ☒ 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.

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

8/21/11

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.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04


COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830 (fax 742-3801)
FROM: Department of Public Works (fax 571-9657)
DATE: March 11, 2011
SUBJECT: CSEA Notification of a Proposed DPW Design Services Contract
Proposed Contract Number: S3B120-02C
Project No. 3B120

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

1. DPW plans to recommend a contract/agreement for the following services:
Design Services
2. The work involves the following:
Scope of Work: Design Services for the improvements to the Grit Facility at the Bay Park Sewage Treatment Plant.
3. An estimate of the cost is: \$1,005,000.00
4. An estimate of the duration is: One (1) year for design

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:JLD:cs

c: Keith Cromwell, Deputy Director, Office of Labor Relations
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Damon W. Urso, Sanitary Engineer III ✓
Jonathan Lesman, Management Analyst II



We are transmitting one (1) sheet. If there were problems with this transmission, call 571- 9604.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Gannett Fleming Engineers, P.C.
Address: 100 Crossways Park West, Suite 300
City and State: Woodbury, NY Zip Code 11797

2. Firm's Vendor Identification Number: 62-215-1596

3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ P.C. _____ Other (specify)

4. List names and address 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 sheet (s) if necessary)

See Attached Sheet

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

See Attached Sheet

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Gannett Fleming, Inc. (See Separate Disclosure)

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 01/21/11

Signed: 

Print Name: Fotios Papanichael, P.E. BOEE

Title: President

Question #4 and #5 of Vendor Disclosure

Gannett Fleming Engineers, P.C.
Officers and Directors as of 01/01/2010

* James R. Laurita, Chairman

[REDACTED]

* Fotios Papamichael, President and Treasurer

[REDACTED]

Robert E. Adamski, Vice President

[REDACTED]

Stephen Hadjiyane, Vice President and Secretary

[REDACTED]

Frederick H. Inyard, Vice President

[REDACTED]

Gary A. Rozmus, Vice President and Assistant Secretary

[REDACTED]

* Chester L. Allen, Assistant Secretary

[REDACTED]

Owned by:

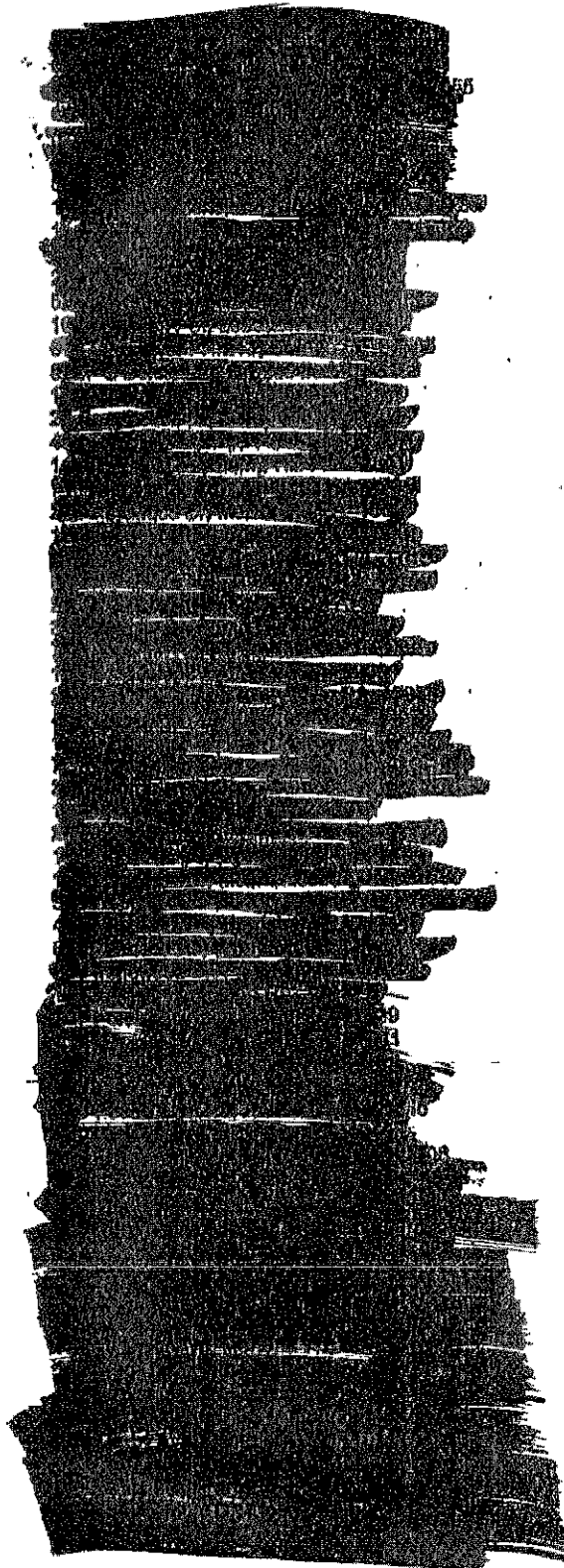
50% James R. Laurita (100 Shares)

50% Chester L. Allen (100 Shares)

* Director

Question # 4 and #5 of Consultant Disclosure

Ackerman, Daryl E
Albert, Jeffrey J
Allen, Chester L
Allie, William W Jr
Averso, Martha J
Ayyaswami, Arul
Banks, Roger J
Barrett, W Arthur II
Beaudry, Charles H
Bingham, William B
Blair, R Edwin Jr
Botchie, Joseph G
Brown, Thomas S
Buchheit, John A
Burk, Edward C Jr
Cejka, Carlos M
Chase, Keith M
Cook, John W Jr
Darr, John A
Dietz, Robert J
Diney, John G
Dougherty, John V
Dreese, Trent L
Dymovich, Ronald J
Elliott, James C
Foots, Dean
Gerlach, Stephen B
Gibbons, Susan F
Glatfelter, Dale R
Gonzalez, Daniel J
Gurshick, Connie L
Gutman, Kenneth T
Guy, William T
Haggyane, Stephen
Hair, Glen L
Haire, Michael E
Hamlet, David A
Hawth, Steven I
Herbert, Paul R
Hergenroeder, Richard
Hoffmann, Arthur G Jr
Hofmann, Raymond L
Holderbaum, Rodney E
Hiscock, Judy L
Hughes, R Scott
Johnson, Darryl H
Johnson, Mark D
Jones, Craig D
Kemper, Richard C
Kenny, John R
Keno, Aaron D
Kline, Robert A Jr
Knapp, Lynn E
Koch, Richard N
Koonitz, Gene C
Kovacs, John W
Kugler, Dennis F
Langer, James A
Lapote, Kevin T
Lawitz, James R
Lee, Michael T
Lesch, Thomas G
Lelma, Ronald N
Lewie, Paul J
R file 1/1/2008



Question # 4 and #5 of Consultant Disclosure

Link, George S
Malloy, Michael W
McGinnis, Esther M
McLamore, Barbara R
Metz, Mark
Mlakovic, Greg
Miller, Gary D
Miller, Rodney S
Morgan, Michael A
Morosky, Donald G
Myers, Marlene A
Nicholas, Donald B
Norris, Charles R III
Nowicki, Paul D
O'Neal, Paul L
Papamichael, Fotios
Pietropoli, Anthony J
Plumpton, William M
Pollock, Jonathan
Pugh, Richard A
Purdy, John D
Pursel, Thomas B
Rachford, Thomas M
Raffensperger, Jeffrey L
Ricker, Russell L III
Ritt, Joseph Jr
Ross, Mary C
Savidge, Rodrick A
Soyar, Robert M
Schweler, Ronald D
Schwartz, Ralph H
Schweiger, Paul G
Shadan, Kamalz F
Shaffer, Robert E
Staley, Scott W
Stibbigh, Dennis W
Smyers, William J
Spence, John J
Stout, William M
Sung, Myung H
Switale, Kevin J
Tsalno, Thomas V Jr.
Updegraff, K Friedrich
Voydt, D Eric
Welch, Patrick J
Wilson, David H
Wilson, David B
Wolfe, Stanley E
Woyden, Edward L
Yen, Chen-yu
Zarvaert, Scott W
Zimmermann, Laurence S

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and Gannett Fleming Engineers, P.C., a consulting engineering firm having its principal office at 100 Crossways Park West, Suite 300, Woodbury, New York, NY 11797 (the "Firm").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on December 28, 2010 (the "Commencement Date") and terminate five (5) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the County, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement for the Bay Park Sewage Treatment Plant (BPSTP) Grit Removal Facility Improvements consist of detailed design and related construction phase services. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra

Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) Extra Services include but are not limited to the following, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, and subject to compliance with the County's bill paying procedures:

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

(2) Testing Laboratory Services.

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

(4) Final models, photographs 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 Firm 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 Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed one million three hundred six thousand five hundred dollars and no cents (\$1,306,500.00).

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

review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "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 Firm 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 Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of 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 Firm agrees as follows:

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

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

disclosure of the Information so that the Firm may take such action as it deems appropriate.

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

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

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

(b) The Firm shall provide services under this Agreement in a manner consistent with the standard of care, skill, quality and diligence exercised by members of the same profession currently practicing under similar circumstances. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Firm or a Firm Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

10. Insurance.

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

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

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

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification

without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

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

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

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

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

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

other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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

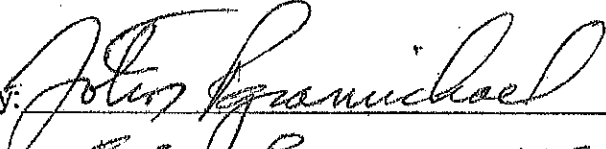
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

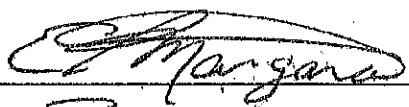
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IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

Gannett Fleming Engineers, P.C.

By: 
Name: FOTIOS PARAMICHAEL
Title: PRESIDENT
Date: 2/10/11

NASSAU COUNTY

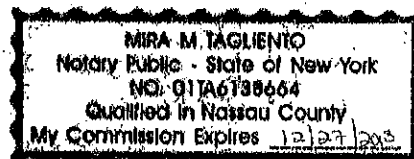
By: 
Name: Edward P. Mangano
Title: ~~County~~ County Executive
Date: 6/28/11

PLEASE EXECUTE IN BLUE INK

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

On the 10th day of February in the year 2011 before me personally came Fotios Papamichael to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Nassau; that he ~~or she~~ is the President of Connett Fleming Engineers, P.C., the corporation described herein and which executed the above instrument; and that he ~~or she~~ signed his ~~or her~~ name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



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

On the 28 day of June In the year 2011 before me personally came Edward P. Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a ~~Deputy~~ County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NOTARY PUBLIC
Doreen Pennica

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

EXHIBIT "A"**DETAILED SCOPE OF SERVICES****Bay Park Sewage Treatment Plant (STP) Grit Removal Facility Improvements****Basic Services of the Firm****Division B - Detailed Design Services**

The Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates suitable for public bidding.

The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM, and only if necessary on computer diskettes. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County, and shall control in the event of any conflict or discrepancies.

The full-size contract drawings shall be produced on material suitable for reproduction (either mylar or vellum) in order that the County may make the necessary copies of such drawings. It is understood and agreed that, in addition to the drawings, the Firm shall prepare all necessary technical specifications as part of the construction documents, and deliver the same to the County in order that necessary reproductions and copies of the same may be prepared by the County.

During the preparation of these documents the Firm shall perform the following services:

1. Pilot testing of the Grit tanks with inlet baffles to improve hydraulic performance and optimize position of deflector gates, then submit preliminary (40% design completion), draft bid (70% design completion) and pre-bid (100% design completion) plans and specifications for County review (eight [8] sets for each) and approval.
2. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.
3. Submit three (3) copies of a draft detailed construction cost estimate (at 40% design completion) and three (3) copies of a final detailed construction cost estimate (at 70% and 100% design completion). This final detailed estimate will have a breakdown by CSI division for each cost item in the estimate.
4. Prepare and submit the necessary Environmental Impact Forms.

5. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but will not be limited to the following:
 - a. New York State Department of Environmental Conservation – Title V Plant-wide Emission Source Update Submittals permits, SPDES General Permit-02 for runoff from construction sites
 - b. New York State Environmental Facilities Corp. – Design Checklists, responses to comments, design certifications, etc.
 - c. Nassau County agencies – Fire Marshall and/or Health Department
 - d. Other Local agencies (Towns, Villages...)
6. Submit written responses to all County review comments.
7. Make periodic site visits as necessary for a complete understanding of the system operation.
8. Submittal of mylar or vellum bid plans and a master specification book. The County shall have the required number of sets of bid documents printed without the assistance of the Firm.
9. Review all comments and/or questions posed by prospective bidders.
10. Prepare all necessary addenda to the contract documents.
11. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
12. If requested, the Firm will provide copies of any and all design calculations.
13. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.

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

The Firm 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.

Division C - General Inspection Services

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

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

11. Witness and provide a written report on shop tests for all major equipment.
12. Provide consultation on special construction problems by specialists in specific fields of work.
13. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.
14. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction 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 Firm's periodic site visits. This task shall include, but not be limited to the following:
 - a. That all equipment is shown as installed and that furnished dimensions are correct.
 - b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
 - c. That all changes, additions and deletions are shown.
 - d. That the record drawings are legible and clearly drawn.
 - e. That all supplemental and detailed drawings are included.
15. Check Prime Construction 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.

Division D - Facility Operation and Maintenance Manual

Under this division of work, the Firm shall update the pertinent sections of the existing sections of the 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 County review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M Manual Sections will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.

Prepare and provide to the County, Standard Operating Procedures (SOPs) to assist Operating Staff in the routine operation, maintenance and monitoring of all key components of the enhanced/improved odor control facility at each site. The SOPs's shall 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 SOP's shall be included in the appropriate O&M Manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned over to the County. The software is to be compatible with existing County software and if not, the Firm will supply additional copies to the County.

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

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

1. Start-Up Services.

- a. The Firm shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period
- b. Scheduling. The Firm, in conjunction with the County, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.
- c. Start-Up Assistance. The Firm shall provide expert on-site start-up assistance prior to and during initial flow-through for the process units. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:
- d. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with the Influent Screening Facility Improvements. The Start-up Plan shall identify specific

plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm and construction Firms). This plan shall be reviewed with the County. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.

e. Establish Process Parameters. The Firm shall review the process design and process operational parameters and establish start-up procedures for each unit process

f. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the Firm shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the new construction work. The Firm shall provide recommendations for upgrading existing record-keeping, checklists and logs for all components associated with these systems and develop new checklists and logs for new or modified plant processes.

g. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.

h. Process Optimization. The Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.

2. Training Services.

a. The Firm, in conjunction with the County, shall assist in the coordination of manufacturer's training for all new components of the construction work. This training shall be geared toward the following areas:

- i. Process theory/process control.
- ii. Mechanical, electrical, instrumentation and HVAC component function and interface.
- iii. Preventative/corrective maintenance.
- iv. Safety.
- v. Laboratory training.
- vi. "Hands-on" training.

b. This training shall be coordinated with the County's on-going training program. Any materials developed shall be turned over to the County for future use and reference.

c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County as a result of process modifications during the one-year performance period, shall be provided by the Firm and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.

3. One (1) Year Project Operating Report.

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

EXHIBIT B**Payment Schedule****Bay Park Sewage Treatment Plant (STP) Grit Removal Facility Improvements**

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

Detailed Design (Division B) & Construction Related Services (Divisions C, D, & E)

- The Firm shall be paid a fee equal to a percentage of the net total cost of construction, exclusive of Extra Services and Reimbursable expenses, as full compensation for all services associated with all work to complete Divisions B, C, D, and E as outlined in the appropriate sections of Exhibit A. The fee percentage will be determined by a straight line interpolation (the percentage shall be rounded off to two [2] decimal places) between the limits of the net construction costs as follows:

<u>NET CONSTRUCTION COST</u>	<u>DESIGN FEE PERCENTAGE</u>
\$25,000,000 and above	6.30%
\$20,000,000	6.50%
\$15,000,000	6.70%
\$10,000,000 and below	9.50%

Until the actual cost of construction is established by the award of the construction contract(s), the Firm's fee for Divisions B, C, D and E shall be based upon the latest approved construction cost estimate. An estimated net total construction cost of **\$15,000,000** will be used as the initial basis for progress payments. Any interim adjustments to the estimated construction cost, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Firm.

When the actual cost of construction is determined, the total amount paid to the Firm for services regarding Divisions B, C, D and E, shall be adjusted to such actual cost of construction, and any overpayment or underpayment of fees shall be adjusted accordingly.

The Firm's fee for services regarding Divisions B, C, D and E shall be apportioned to each Division as follows:

<u>Phase of Work</u>	<u>% of Fee</u>
B. Detailed Design (including assist during bidding)	55 %
C. General Inspection Services	35 %
D. Facility Operation and Maintenance Manual	5%
E. Facility Start-Up, Staffing and Training Services	5 %

Partial Payments - The Firm'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 Firm'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 Firm 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 net total cost of construction shall be the final total cost of the construction contract(s), including extra change order amounts, except that, in computing the total cost of construction the following items shall not be included:

- a. Fees paid to the design firm, design firm subcontractor and construction managers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
- b. The cost for the disposal, if required, of contaminated soils resulting from the construction work.
- c. 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.
- d. Work for which the Firm has already been paid such as "Extra Work."
- e. The cost of any and all change orders required by reason of the failure of the Firm to include such change order items in the contract documents, or by reason of errors made by the Firm in the preparation of the contract documents.

In the event the Firm'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 Firm 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 Firm to perform additional services, then, subject to the approval of the Commissioner, the Firm 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 Firm 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 Firm shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Firm.

Extra Services or Additional Costs - If the Firm 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 Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, 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.

- a. For any additional services to be paid on actual salaries, the Firm 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 Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, 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.
- b. In the event that the County shall direct the Firm to supply a resident engineer or full time site representative during construction, the Firm shall be paid for such extra services an amount equal to two and three tenths (2.3) times the direct salaries of personnel assigned to such tasks, 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 "EE"

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county

contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Fotios Papamichael, P.E. BCEE (Name)

100 Crossways Park West, Suite 300 Woodbury, NY 11797 (Address)

516-364-4140 (Telephone Number)

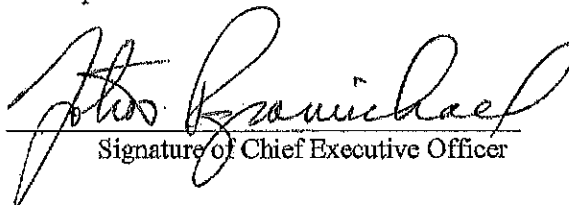
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a 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 _____ has x has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has x has not been commenced against or relating to the 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:

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.

2/10/11
Dated

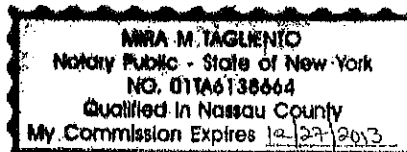

Signature of Chief Executive Officer

Fotios Papamichael, P.E., BCEE
Name of Chief Executive Officer

Sworn to before me this

10th day of February, 2011.


Notary Public



CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and Gannett Fleming Engineers, P.C., a consulting engineering firm having its principal office at 100 Crossways Park West, Suite 300, Woodbury, New York, NY 11797 (the "Firm").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on December 28, 2010 (the "Commencement Date") and terminate five (5) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the County, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement for the Bay Park Sewage Treatment Plant (BPSTP) Grit Removal Facility Improvements consist of detailed design and related construction phase services. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra

Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) Extra Services include but are not limited to the following, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, and subject to compliance with the County's bill paying procedures:

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

(2) Testing Laboratory Services.

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

(4) Final models, photographs 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 Firm 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 Firm as full~~ consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed one million three hundred six thousand dollars five hundred and no cents (\$1,306,500.00).

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

review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "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 Firm 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 Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of 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 Firm agrees as follows:

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

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

disclosure of the Information so that the Firm may take such action as it deems appropriate.

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

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

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

(b) The Firm shall provide services under this Agreement in a manner consistent with the standard of care, skill, quality and diligence exercised by members of the same profession currently practicing under similar circumstances. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Firm or a Firm Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

10. Insurance.

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

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

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

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification

without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

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

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

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

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

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

other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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

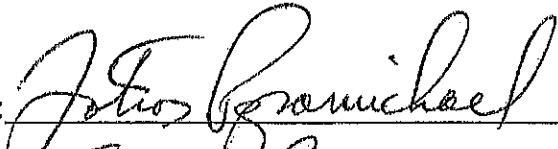
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

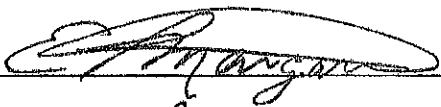
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IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

Gannett Fleming Engineers, P.C.

By: 
Name: FOTIOS PARAMICHAEL
Title: PRESIDENT
Date: 02/10/11

NASSAU COUNTY

By: 
Name: Edward P. Mangano
Title: Nassau County Executive
Date: 6/28/11

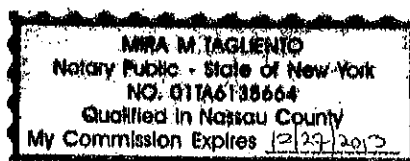
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 10th day of February in the year 2011 before me personally came Fotis Papamichael to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Gannett Fleming Engineers, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


 NOTARY PUBLIC


STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT "A"**DETAILED SCOPE OF SERVICES****Bay Park Sewage Treatment Plant (STP) Grit Removal Facility Improvements****Basic Services of the Firm****Division B - Detailed Design Services**

The Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates suitable for public bidding.

The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM, and only if necessary on computer diskettes. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County, and shall control in the event of any conflict or discrepancies.

The full-size contract drawings shall be produced on material suitable for reproduction (either mylar or vellum) in order that the County may make the necessary copies of such drawings. It is understood and agreed that, in addition to the drawings, the Firm shall prepare all necessary technical specifications as part of the construction documents, and deliver the same to the County in order that necessary reproductions and copies of the same may be prepared by the County.

During the preparation of these documents the Firm shall perform the following services:

1. Pilot testing of the Grit tanks with inlet baffles to improve hydraulic performance and optimize position of deflector gates, then submit preliminary (40% design completion), draft bid (70% design completion) and pre-bid (100% design completion) plans and specifications for County review (eight [8] sets for each) and approval.
2. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.
3. Submit three (3) copies of a draft detailed construction cost estimate (at 40% design completion) and three (3) copies of a final detailed construction cost estimate (at 70% and 100% design completion). This final detailed estimate will have a breakdown by CSI division for each cost item in the estimate.
4. Prepare and submit the necessary Environmental Impact Forms.

5. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but will not be limited to the following:
 - a. New York State Department of Environmental Conservation – Title V Plant-wide Emission Source Update Submittals permits, SPDES General Permit-02 for runoff from construction sites
 - b. New York State Environmental Facilities Corp. -- Design Checklists, responses to comments, design certifications, etc.
 - c. Nassau County agencies – Fire Marshall and/or Health Department
 - d. Other Local agencies (Towns, Villages...)
6. Submit written responses to all County review comments.
7. Make periodic site visits as necessary for a complete understanding of the system operation.
8. Submittal of mylar or vellum bid plans and a master specification book. The County shall have the required number of sets of bid documents printed without the assistance of the Firm.
9. Review all comments and/or questions posed by prospective bidders.
10. Prepare all necessary addenda to the contract documents.
11. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
12. If requested, the Firm will provide copies of any and all design calculations.
13. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.

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

The Firm 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.

Division C - General Inspection Services

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

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

11. Witness and provide a written report on shop tests for all major equipment.
12. Provide consultation on special construction problems by specialists in specific fields of work.
13. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.
14. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction 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 Firm's periodic site visits. This task shall include, but not be limited to the following:
 - a. That all equipment is shown as installed and that furnished dimensions are correct.
 - b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
 - c. That all changes, additions and deletions are shown.
 - d. That the record drawings are legible and clearly drawn.
 - e. That all supplemental and detailed drawings are included.
15. Check Prime Construction 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.

Division D - Facility Operation and Maintenance Manual

Under this division of work, the Firm shall update the pertinent sections of the existing sections of the 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 County review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M Manual Sections will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.

Prepare and provide to the County, Standard Operating Procedures (SOPs) to assist Operating Staff in the routine operation, maintenance and monitoring of all key components of the enhanced/improved odor control facility at each site. The SOPs's shall 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 SOP's shall be included in the appropriate O&M Manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned over to the County. The software is to be compatible with existing County software and if not, the Firm will supply additional copies to the County.

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

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

1. Start-Up Services.

a. The Firm shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period

b. Scheduling. The Firm, in conjunction with the County, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.

c. Start-Up Assistance. The Firm shall provide expert on-site start-up assistance prior to and during initial flow-through for the process units. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:

d. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with the Influent Screening Facility Improvements. The Start-up Plan shall identify specific

plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm and construction Firms). This plan shall be reviewed with the County. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.

e. Establish Process Parameters. The Firm shall review the process design and process operational parameters and establish start-up procedures for each unit process

f. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the Firm shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the new construction work. The Firm shall provide recommendations for upgrading existing record-keeping, checklists and logs for all components associated with these systems and develop new checklists and logs for new or modified plant processes.

g. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.

h. Process Optimization. The Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.

2. Training Services.

a. The Firm, in conjunction with the County, shall assist in the coordination of manufacturer's training for all new components of the construction work. This training shall be geared toward the following areas:

- i. Process theory/process control.
- ii. Mechanical, electrical, instrumentation and HVAC component function and interface.
- iii. Preventative/corrective maintenance.
- iv. Safety.
- v. Laboratory training.
- vi. "Hands-on" training.

b. This training shall be coordinated with the County's on-going training program. Any materials developed shall be turned over to the County for future use and reference.

c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County as a result of process modifications during the one-year performance period, shall be provided by the Firm and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.

3. One (1) Year Project Operating Report.

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

EXHIBIT B**Payment Schedule****Bay Park Sewage Treatment Plant (STP) Grit Removal Facility Improvements**

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

Detailed Design (Division B) & Construction Related Services (Divisions C, D, & E)
 – The Firm shall be paid a fee equal to a percentage of the net total cost of construction, exclusive of Extra Services and Reimbursable expenses, as full compensation for all services associated with all work to complete Divisions B, C, D, and E as outlined in the appropriate sections of Exhibit A. The fee percentage will be determined by a straight line interpolation (the percentage shall be rounded off to two [2] decimal places) between the limits of the net construction costs as follows:

<u>NET CONSTRUCTION COST</u>	<u>DESIGN FEE PERCENTAGE</u>
\$25,000,000 and above	6.30%
\$20,000,000	6.50%
\$15,000,000	6.70%
\$10,000,000 and below	9.50%

Until the actual cost of construction is established by the award of the construction contract(s), the Firm's fee for Divisions B, C, D and E shall be based upon the latest approved construction cost estimate. An estimated net total construction cost of **\$15,000,000** will be used as the initial basis for progress payments. Any interim adjustments to the estimated construction cost, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Firm.

When the actual cost of construction is determined, the total amount paid to the Firm for services regarding Divisions B, C, D and E, shall be adjusted to such actual cost of construction, and any overpayment or underpayment of fees shall be adjusted accordingly.

The Firm's fee for services regarding Divisions B, C, D and E shall be apportioned to each Division as follows:

<u>Phase of Work</u>	<u>% of Fee</u>
B. Detailed Design (including assist during bidding)	55 %
C. General Inspection Services	35 %
D. Facility Operation and Maintenance Manual	5%
E. Facility Start-Up, Staffing and Training Services	5 %

Partial Payments - The Firm'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 Firm'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 Firm 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 net total cost of construction shall be the final total cost of the construction contract(s), including extra change order amounts, except that, in computing the total cost of construction the following items shall not be included:

- a. Fees paid to the design firm, design firm subcontractor and construction managers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
- b. The cost for the disposal, if required, of contaminated soils resulting from the construction work.
- c. 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.
- d. Work for which the Firm has already been paid such as "Extra Work."
- e. The cost of any and all change orders required by reason of the failure of the Firm to include such change order items in the contract documents, or by reason of errors made by the Firm in the preparation of the contract documents.

In the event the Firm'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 Firm 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 Firm to perform additional services, then, subject to the approval of the Commissioner, the Firm 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 Firm 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 Firm shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Firm.

Extra Services or Additional Costs - If the Firm 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 Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, 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.

- a. For any additional services to be paid on actual salaries, the Firm 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 Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, 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.
- b. In the event that the County shall direct the Firm to supply a resident engineer or full time site representative during construction, the Firm shall be paid for such extra services an amount equal to two and three tenths (2.3) times the direct salaries of personnel assigned to such tasks, 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 "EE"

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county

contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Fotios Papamichael, P.E. BCEE (Name)

100 Crossways Park West, Suite 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 _____ has x has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has x has not been commenced against or relating to the 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:
- _____
- _____
- _____
- _____
- _____
- _____
- _____

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.

2/10/11
Dated

Fotios Papamichael
Signature of Chief Executive Officer

Fotios Papamichael, P.E., BCEE
Name of Chief Executive Officer

Sworn to before me this

10th day of February, 2011.

Mira M. Tagliento
Notary Public

