

E-169-17

Contract ID:CFPW17000013**Department: Public Works****Capital: X**

SERVICE: A/E Services - Family and Matrimonial Court Phase 2

NIFS ID #:CFPW17000013

NIFS Entry Date: 12-JUL-17

Term: from 01-AUG-17 to 31-JUL-20

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

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

Vendor Info:	
Name: Spector Group	Vendor ID#: 11-3140734
Address: 220 Crossways Park Drive West	Contact Person: Marc B. Spector, AIA
Woodbury, NY 11797	
	Phone: 516-365-4240

Department:
Contact Name: Robert LaBaw
Address: 1194 Prospect Avenue Westbury, NY 11590
Phone: 516-571-6812

JUL 17 03:47
 NASSAU COUNTY
 CLERK OF SUPREME COURT

Routing Slip

Department	NIFS Entry: X	12-JUL-17 -- LDIONISIO
Department	NIFS Approval: X	12-JUL-17 -- KARNOLD
DPW	Capital Fund Approved: X	12-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 -- DMCDERMOTT
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: To engage a firm to prepare Construction documents for the work associated with Phase 2 of the Family and Matrimonial Court project.
Method of Procurement: Open RFP
Procurement History: Solicitation advertised 01/13/2017. 46 vendors notified. Responses received from 7 firms. Responses rated in accordance with standard DPW procedures by in-house staff.
Description of General Provisions: This contract runs from the N.T.P. for three (3) years.
Impact on Funding / Price Analysis: The contract provides for the expenditure of Three Million Five Hundred Twenty Five Thousand Dollars (\$3,525,000.00). Funding will be provided thru Capital Project No. B90632.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	90	Revenue		1	PWCAPCAP/90632/00002	\$ 3,525,000.00
Resp:	632	Contract:				\$ 0.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	90632	State	\$ 0.00			\$ 0.00
Detail:	002	Capital	\$ 3,525,000.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 3,525,000.00		TOTAL	\$ 3,525,000.00

RENEWAL	
% Increase	
% Decrease	



Nassau County Interim Finance Authority

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

1. Vendor: Spector Group

2. Dollar amount requiring NIFA approval: \$3525000

Amount to be encumbered: \$3525000

This is a New

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

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

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

3. Contract Term: Three Years

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

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

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:

To engage a firm to prepare Construction documents for the work associated with Phase 2 of the Family and Matrimonial Court project.

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.

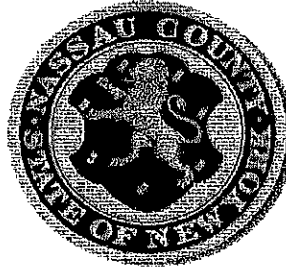
RULES RESOLUTION NO. – 2017

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

WHEREAS, the County has negotiated a personal services agreement with Spector Group to provide the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and construction administration relating to the Nassau County Family and matrimonial Court Phase 2 interior fit-out project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

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: Spector Group

CONTRACTOR ADDRESS: 220 Crossways Park West, Woodbury, NY 11797

FEDERAL TAX ID #: 11-3140734

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 01/13/2017 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, Nassau County Website, NYS Contract Reporter [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 01/07/2017 [date]. Seven (7) [state #] proposals were received and evaluated. The evaluation committee consisted of: Richard Millet, Chief Deputy Commissioner, Rakhal Maitra, Deputy Commissioner, Carmelo Mazza, Architect II, and Robert LaBaw, Architect III, Project Manager (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

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

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

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

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

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

VII. ☐ 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.

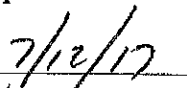
IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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.



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. *MP*

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

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

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

Dated: 4/21/17

Vendor: Specter Group 17 LLP

Signed: Marc Spector

Print Name: MARC SPECTOR

Title: PRINCIPAL



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.

Spector Group does not retain or employ any lobbyist or lobbying organization.

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

Spector Group does not retain or employ any lobbyist or lobbying organization.

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

Spector Group does not retain or employ any lobbyist or lobbying organization.

-
-
-
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.**

Spector Group does not retain or employ any lobbyist or lobbying organization.

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

Spector Group does not retain or employ any lobbyist or lobbying organization.

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?
-
-

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.

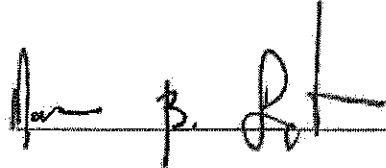
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: 6.12.17

Signed:

A handwritten signature in black ink, appearing to read 'Marc B. Spector', is written over a horizontal line.

Print Name:

Marc B. Spector AIA

Title:

Practicing Partner

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Marc B. Spector, AIA
Date of birth 11/ 02/ 65
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 220 Crossways Park West
City/state/zip Woodbury, New York 11797
Telephone 516 365 4240
Other present address(es) _____
City/state/zip _____ Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner 12 / 04 / 1997
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ____ If Yes, provide details. 99% Limited Liability Partner
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ____ NO ☒ ; If Yes, provide details.

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.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO √ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO √ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO √ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO √ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO √ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO √ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO √ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO √ If Yes, provide details for each such conviction.

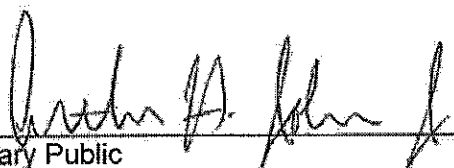
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO √ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO √ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO √ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO √ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO √ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO √ If Yes, provide details for each such year.

CERTIFICATION

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

I, Marc B. Spector, AIA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of JUNE 2017

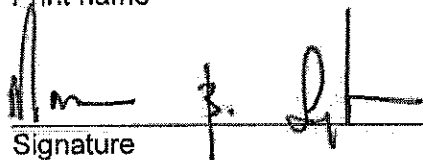


Notary Public

ARTHUR H. JOHNSON, JR.
Notary Public - State of New York
No. 01JO6161479
Qualified in Nassau County
My Commission Expires February 28, 2019

Spector Group
Name of submitting business

Marc B. Spector, AIA
Print name



Signature

Practicing Partner
Title

6.12.17
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: 2/10/2017

- 1) Proposer's Legal Name: Spectorgroup 11, LLP d/b/a Spector Group

- 2) Address of Place of Business: 220 Crossways Park Drive West, Woodbury, NY 11797

List all other business addresses used within last five years: Not Applicable

- 3) Mailing Address (if different): Not Applicable

Phone : 516 365-4240

Does the business own or rent its facilities? Rent

- 4) Dun and Bradstreet number: 014267095

- 5) Federal I.D. Number: 11-3140734

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

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

Yes ☐ No ☒ If Yes, please provide details:

- 8) Does this business control one or more other businesses? Yes No ✓ If Yes, please provide details: Spectorgroup 11, LLP controls 1% of MBS Architectural Services, PC

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☒ No ☐ If Yes, provide details. _____

MBS Architectural Services, PC controls 1% of Spectorgroup 11, LLP

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

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

a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

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

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

b) Please describe any procedures your firm has, or would adopt, to assure the
County that a conflict of interest would not exist for your firm in the future.
If a conflict of interest arose with one of our consultants or employees, Spectorgroup will
contact the County. _____

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. Please see Tab 4 and 5 for relevant experience and resumes.

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

- i) Date of formation;

Spector Group was formed in 1965 by Michael Harris Spector FAIA. Due to a succession, Spector Associates LLP was formed on December 4, 1997 and changed its name on April 11th 2006 to Spectorgroup II, LLP d/b/a Spector Group). Spector Group has been in existence for 51 years.

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

Marc B. Spector AIA – 99%

[REDACTED]

MBS Architectural Services, PC – 1%
(Sole Shareholder is Marc Spector)

- iii) Name, address and position of all officers and directors of the company;
Marc B. Spector Practicing Partner

[REDACTED]

- iv) State of incorporation (if applicable); New York
v) The number of employees in the firm; 81 professionals
vi) Annual revenue of firm; \$15,000,000
vii) Summary of relevant accomplishments: Please see Tab 4 for relevant experience.
viii) Copies of all state and local licenses and permits. Please see attached.

B. Indicate number of years in business: 51 years.

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

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

Company Nassau County Police Department

Contact Person Patrick Ryder | Deputy Commissioner of Police

Address 1490 Franklin Avenue

City/State Mineola, New York 11501

Telephone 516 573-8800

Fax #

E-Mail Address pryder@PDCN.org

Company Castagna Realty Company

Contact Person John Gutleber | CEO

Address 2110 Northern Boulevard

City/State Manhasset, New York 11030

Telephone 516 627 6700

Fax # 516 365-9286

E-Mail Address jgutleber@americanamanhasset.com

Company SUNY Stony Brook

Contact Person John Fogarty | Director of Capital Planning

Address 100 Nicolls Road, Stony Brook, New York 11794

City/State Stony Brook, New York

Telephone 631 632-3077

Fax #

E-Mail Address john.fogarty@stonybrook.edu

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, Marc B. Spector, AIA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of JUNE 2017


Notary Public

ARTHUR H. JOHNSON, JR.
Notary Public - State of New York
No. 01J06161479
Qualified in Nassau County
My Commission Expires February 25, 2019

Name of submitting business: Spectorgroup 11, LLP b/d/a Spector Group

By: Marc B. Spector, AIA

Print name


Signature

Practicing Partner

Title

6.12.17
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Spector Group

Address: 220 Crossways Park Drive West

City, State and Zip Code: Woodbury, New York 11797

2. Entity's Vendor Identification Number: 11-3140734

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

☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

Marc B. Spector-Practicing Partner

[REDACTED]

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

Marc B. Spector -99% -

MBS Architectural Service, PC - 1% (Sole Shareholder is Marc Spector) - 220 Crossways Park Drive W.
Woodbury, New York

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.

MBS Architectural Services -will not be performing work under this agreement

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

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

None

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

None

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

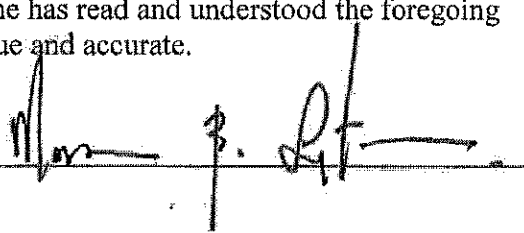
None

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

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

Dated: 6.12.17

Signed:

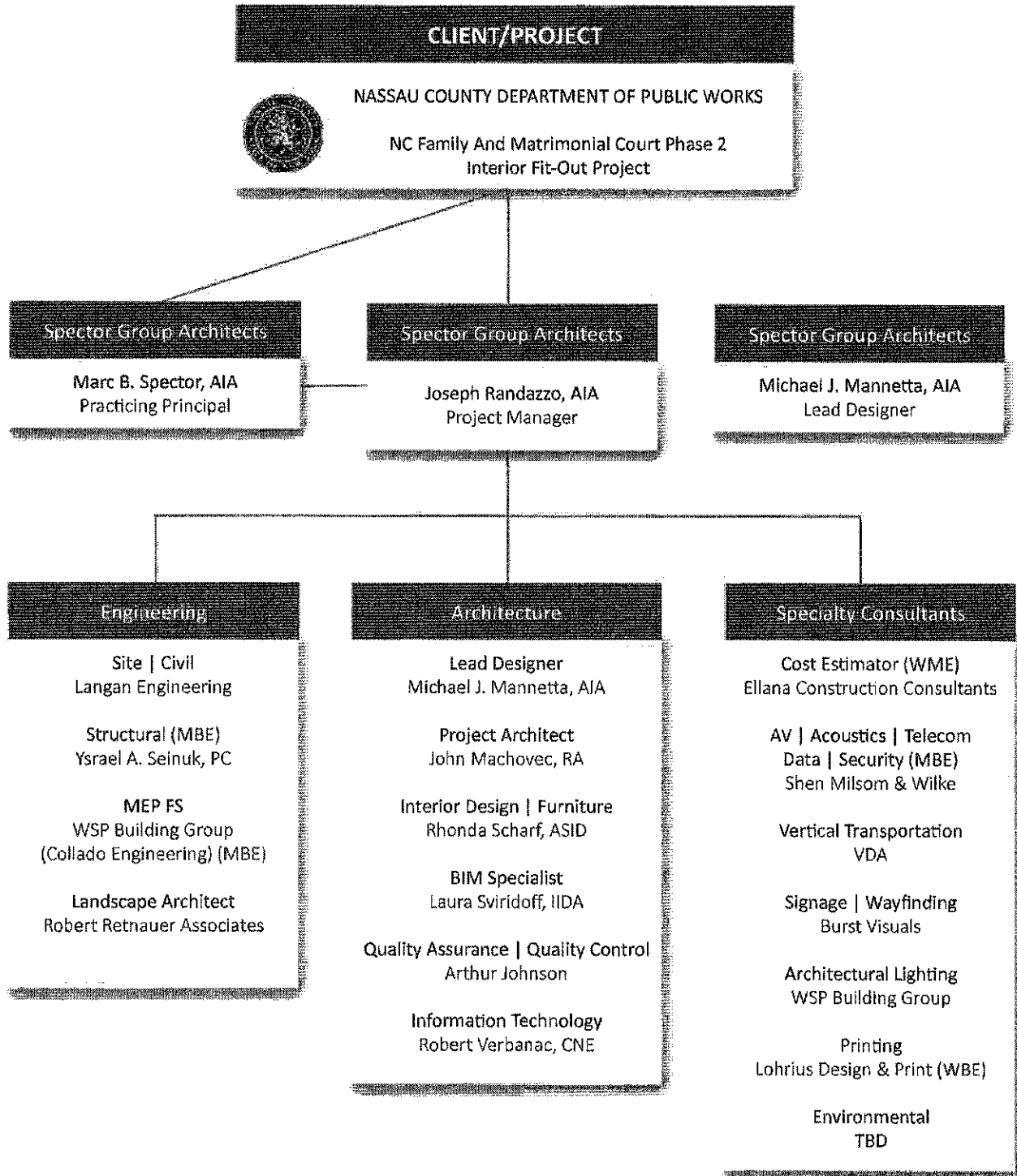


Print Name: Marc B. Spector, AIA

Title: Practicing Partner

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.

ORGANIZATIONAL CHART



CONTRACT FOR SERVICES

Contract no. B90632-02C

N.C. Family and Matrimonial Court Phase 2

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) **Spector Group**, a consultant architect/engineering firm having its principal office at **220 Crossways Park West, Woodbury NY 11797** (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three (3) years from the commencement date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years 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 consist of the following: **Providing usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and construction administration relating to the N.C. Family and Matrimonial Court Phase 2 interior fit-out project.** The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the

Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

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

(2) Testing Laboratory Services.

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

(4) Final models, photographs 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 of 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 **Three Million Five Hundred Twenty-Five Thousand Dollars (\$3,525,000.00) dollars.**

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

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

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

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

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by

subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a

"Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

7. Compliance with Law.

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

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages.

The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

12. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. Joint Venture.

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

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

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

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

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

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

[FULL LEGAL NAME OF CONTRACTOR IN ALL CAPS]

By: Mark B. Spector

Name: Mark B. Spector

Title: Principal

Date: 6.14.17

NASSAU COUNTY

By: _____

Name: _____

Title: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

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

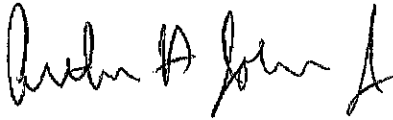
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 14 day of JUNE in the year 20 17 before me personally came MARC B SPECTOR to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PRACTICING PARTNER of SPECTOR GROUP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



ARTHUR H. JOHNSON, JR
Notary Public - State of New York
No. 01JO6161479
Qualified in Nassau County
My Commission Expires February 26, 2019

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

EXHIBIT A
DETAILED SCOPE OF SERVICES

2.0 DIVISION A SERVICES – DETAILED DESIGN SERVICES

The Architect 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. It is anticipated that Construction Documents for Phase 2 of the project will be prepared for multiple prime contracts unless/until it is determined by the County that Phase 2 is eligible for exemption from the multi-prime provisions of Wicks Law under the auspices of a Project Labor Agreement (PLA).

2.1 Construction Documents Phase

This Phase shall commence after written authorization for the Architect to proceed with the Construction Documents Phase. This Phase will be completed in the prior agreed upon time period to the satisfaction of the County. The Architect in this Phase will perform the following services:

- 2.1.1 The Architect shall prepare for approval by the County, Construction Documents as defined below, consisting of detailed, complete and coordinated engineering and architectural drawings (including but not limited to plans, elevations, sections, details and schedules), specifications and such other bid documents in written or graphic form as may be required for the construction of the Project and to enable all necessary approvals to be obtained. Drawings and specifications will be prepared and packaged for multiple prime contracts as required by Wicks Law including but not limited to: General Construction, Electrical, HVAC and Plumbing work. The above described packages are the minimum and the Architect shall provide as many construction document packages as the County may reasonably require. Drawings shall include all required selective demolition work, asbestos abatement work and/or lead abatement and remediation work.

All of the bid packages must be complete and coordinated to the point that an integrated set of construction documents for the Family and Matrimonial Court Facility is delivered. The Architect shall have an absolute duty to coordinate the work of its sub-consultants to insure that the services required are performed in an efficient, timely and economic manner and that the design will be adequate and fit to accomplish the intended purpose of the Project. Such Construction Documents shall:

- (a) Include detailed drawings and specifications for such alternates as the County may request prior to the commencement of the preparation of the Construction Documents, or as the County and Architect may thereafter mutually agree in order to conform to the County's budget for the Project.
- (b) Conform to the written requirements of the County, including preparation of drawings by computer using Auto CAD 2014 or newer software and Revit 2017 to prepare the 3D CAD model for this assignment.
- (c) Conform to Office of Court Administration (OCA) Standards and Requirements and those of other agencies having jurisdiction over this Project.
- (d) Conform to the AIA national CAD standards for layering and formatting requirements.
- (e) Not specify any patented article, design or process, which requires payment by the County of royalties for its use or is otherwise of a proprietary nature.

- 2.1.2 In the form approved by the County, the working drawings, specifications and other bidding and construction documents are herein referred to as the "Construction Documents". Construction Documents are to be prepared in a form suitable to obtain competitive bids for the award of work. The Construction Documents shall be submitted to the County for review and approval at 75 percent completion, 90 percent

(substantial) completion and 100 percent (final) completion of the Construction Documents. The Architect shall incorporate recommendations made by the County into the Construction Documents. The Construction Documents shall be considered accepted when approved in writing by the County.

- 2.1.3 The Architect will furnish such interior design services as may be required, including the selection, presentation, and design of built-in furniture and equipment and the layout of freestanding furniture and equipment to meet the County's budget for such furniture and equipment. The Architect will layout and design all plaques, inscriptions, signs, building names and graphics for the Project as may be required by the County. The Architect will also provide a signage plan and specifications adhering to the County's signage requirements and applicable ADA requirements.
- 2.1.4 During the preparation of the Construction Documents, continual consultation with the County's representative and/or program manager to identify and monitor the cost of each of the various building elements being incorporated into the Construction Documents which deviate from the Design Development drawings and which will increase the cost of the work.
- 2.1.5 Preparation and submission to the County of two fully detailed construction cost estimates, based on a quantity take-off of all work necessary for the complete construction of the project. Estimates shall be submitted at the time Construction Documents are 75 percent complete, and when Construction Documents are substantially (90 percent) complete. Such construction cost estimate shall be the Architect's best professional judgment but not be a warranty as to actual construction costs. These estimates shall be reconciled with any estimates prepared by the County or its representatives. In the event that any estimate of probable construction cost should exceed the last previously approved cost estimate, the County may, at its option, either accept the new cost estimate, thereby establishing a new project budget, or it may require the Architect to revise the construction documents, at no additional cost to the County, so as to keep the construction cost of the project within the latest approved probable estimated cost of construction.
- 2.1.6 Coordinate with the County regarding the County's participation in the NY State interagency "Green Building" initiative promoting the construction/reconstruction of buildings to help protect the environment and maximize the Project's eligibility for grants, loans, utility rebates and/or incentives. The County wishes to receive financial incentives and reduce energy costs by incorporating high-efficiency equipment. The Architect shall give consideration to the selection of various design components to support this initiative, including but not limited to: daylighting principles; efficient heating and cooling; high efficiency electrical and/or HVAC equipment; energy efficient lighting and computerized lighting controls. The Architect must coordinate their design with the various utilities and other agencies to assure that the County can benefit from these agencies' programs.
- 2.1.7 Provide the Construction Documents and any additional services to be provided by the Architect as expeditiously as is consistent with professional skill and care, with the orderly progress of the Project and with a schedule for the preparation of the Construction Documents approved by the County.
- 2.1.8 The County shall furnish the Architect with a copy of the front end of the Contract Documents, consisting of the Notice to Bidders, Instructions to Bidders, Proposal, Agreement and General Conditions for inclusion in the Construction Documents. The Architect shall develop Division 1 and all other sections of the technical specifications for the Contract Documents. The specifications shall be written in accordance with CSI format and as further described by the Nassau County Guide for Design Architects (revised in 1995), which includes an outline of administrative requirements of the County.
- 2.1.9 Design Progress meetings will be held at a minimum of twice per month. The focus of these meetings will be to resolve open design issues, review the project schedule and cost estimate and to ensure that all relevant design information is being disseminated to all involved parties.
- 2.1.10 The Architect will be responsible for assisting the County and/or its agents in obtaining all required approvals, permits, certificates and clearances from the appropriate Federal, State and local authorities, if any. Prepare permit applications, reports or submittals required by utilities and 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 utility. The Architect must coordinate service connections with all utilities and will assist the County with any/all services applications including the preparation of load letters and the like. The Architect 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 projects may include but will not be limited to the following:

- a. New York State Office of Court Administration
- b. Nassau County agencies- Fire Marshal and/or Health Department
- c. Other Local agencies (Towns, Villages...)

- 2.1.11 All the work designed by the Architect pursuant to any of the provisions of this Agreement shall be within the budget set for the Project by the County, which budget may be revised by the County. The construction budget for the project is estimated to be about \$75 Million. In the event that any cost estimate prepared by the Architect hereunder, or the construction manager, or construction proposal submitted by the lowest responsible bidder, is in excess of such budget, the Architect, to the extent necessary in the County's judgment to bring the cost of the project within such budget, will at no cost to the County, prepare alternatives and cost estimates for such alternatives for consideration by the County to bring the project within the budget; and Architect shall revise at their own cost and expense, to the satisfaction of the County, all or any part of the drawings and specifications of the Project that the County may deem advisable.

3.0 DIVISION B SERVICE – BID AND AWARD

3.1 Bidding and Award Phase

This Phase shall commence after written approval by the County of the Construction Document Phase submissions and services and only upon written authorization for the Architect to proceed with the Bidding/Negotiation/Award Phase. This phase will be completed in the prior agreed upon time period to the satisfaction of the County. The Architect in this phase will perform the following services:

- (a) Assist the County or its representative in obtaining and analyzing bids or negotiated proposals, in investigating bidders, in evaluating bidders and recommending award contracts for the construction of the project.
- (b) Provide recommendations to the County concerning packaging of bid contracts and awarding of contracts the lowest responsible bidder for each bid package.

- 3.2 If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Architect's final construction cost estimate, by more than fifteen (15) percent, the County may/will require the Architect to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Architect is responsible for obtaining construction budget information from the County.

4.0 DIVISION C SERVICES – CONSTRUCTION ADMINISTRATION

4.1 Construction Administration Phase

This phase shall commence only upon written authorization from the County to proceed and shall terminate upon final acceptance of the Project by the County. The Architect shall provide consulting and administrative supervision

in connection with the work of the Project during the period of construction. Such services shall include the following:

- 4.1.1 Coordinating, facilitating and expediting the flow to the County and/or Program Manager, Construction Manager or Contractor of all information required to construct and complete the Project. The County is utilizing Prolog Converge, a web-based software program, to administer the flow of project information, such as submittals, RFIs, meeting minutes, etc. The Architect will be granted access to Prolog at no charge and is required to utilize Prolog to administer the flow of information.
- 4.1.2 Assist the County and its representatives in investigating the acceptability of each of the subcontractors and material suppliers submitted by the prime contractors.
- 4.1.3 Check and approve all samples, shop drawings, as-built drawings, schedules and other submissions to determine their acceptability under the intent and requirements of the contract documents and in an expeditious manner as described in the subparagraphs below. Shop drawings requiring the review and approval of a sub-consultant will be distributed to such sub-consultant by the Architect unless direct distribution to the sub-consultant is required to expedite the process.
 - (a) Approval of submittals; samples; shop drawings; schedules; and other submissions are vital to the progress of the project. These reviews shall be taken with reasonable promptness while allowing sufficient time to permit adequate review without causing avoidable delay. The shop drawing schedule will include a maximum of 10 business days for the review of each shop drawing. Exceptions to the 10-day turnaround for specialty reviews require the County's prior approval. Changes, if any, shall be shown and flagged on the submittals, but the submittals shall not be used as a substitute for requests for approvals of substitutions or other changes, or other procedures, required by the Contract Documents.
 - (b) This review shall not include the accuracy or completeness of details such as weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect's review of a specific item shall not extend to review of an assembly of which the item is a component. Such review will be conducted where submittals are in accordance with the contract specifications and the approved Contractor's Shop Drawing Submittal Schedule and have been coordinated by the Contractor or Construction Manager to indicate field conditions, proposed contract deviations and other requirements which affect design intent and the submissions indicate such coordination and are recommended for approval by the Contractor or Construction Manager. Where required by the specifications, the Architect shall not be required to review partial submissions, or those for which submissions of corrected items have not been received. In these instances, the submittals are to be returned promptly to the contractor stating the reason they were not reviewed.
- 4.1.4 Review contractor's cost breakdowns for each contract. When requested by the County review, comment and approve, as appropriate, requisitions or applications for payment submitted by the trade contractors or Construction Manager.
- 4.1.5 Prepare supplementary drawings and texts to clarify or modify information shown on the drawings, however, the Architect shall receive no additional compensation, where this additional information is provided as a result of the Architect's error or omission. Assist the County in the preparation of all change orders required during the course of construction, including the preparation of detailed estimates. When requested by the County, its Program Manager and/or Construction Manager, interpret the requirements of the Construction Documents and judge the performance by all parties there under, and promptly render advice to the County for the proper execution of the work. When the County so requests, the Architect will promptly render written decisions on all claims, disputes and other matters in question between the County, its Program Manager, Construction Manager, or trade contractor relating to the execution or progress of the

work or interpretation of the Construction Documents. Such decisions shall be consistent with the letter and intent of the Construction Documents and other contractual documents between the parties concerned. In rendering such decisions, the Architect shall advise the County whether, in their opinion, the County should reject work because it does not conform to the Construction Documents. The Architect shall advise the County if special inspection or testing of any element of the work is required to assure compliance thereof with the letter and intent of the Construction Documents, whether or not such work has been fabricated, installed or completed.

- 4.1.6 Make periodic visits to the Project site during the course of construction to determine the progress and quality of the work being performed. Site visits shall be performed at intervals appropriate to the stage of construction, but at least once a week, or as otherwise agreed to by the County in writing. On the basis of on-site observations, the Architect will keep the County informed of the Architect's view of the progress and quality of the work in an endeavor to guard the County against defects and deficiencies in the work, except that the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work unless authorized in writing to do so by the County. The Architect shall furnish to the County a report of observed discrepancies, deficiencies and incomplete items in the work.
- 4.1.7 The Architect shall attend, with sub-consultants as appropriate, all regularly scheduled job meetings throughout this project for the purpose of reviewing job progress with the County, the County's Program Manager, Construction Manager, Contractor and subcontractors, and address all questions within the Architect's purview as defined by this agreement.
- 4.1.8 Conduct field observations, interim and final, of the completed Project with its sub-consultants and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents.
- 4.1.9 Systems Turnover/Startup shall be attended by a principal of the Architect, other members of the Project Team, and other consultants as appropriate, to witness demonstration testing and acceptance of the Project or elements of the Project prior to the County's acceptance, use, occupancy or operation of the Project or any part of the Project. System start-up includes reviewing all contractors' Testing & Balancing (T&B) detailed reports and commenting, accepting Final T&B reports and field visits to observe, review operation of M/E/P/F systems. Prepare final punch list of the M/E/P/F systems. Additionally, all of the detailed phasing and testing of "commissioning" must be specified in the MEP specifications as a service the contractor will provide.
- 4.1.10 Review and comment on record drawings prepared by the trade contractors. The Architect shall collect and compile and transmit to the County the modified digital files to reflect as-built conditions.
- 4.1.11 At the completion of construction, the Architect shall submit to the County one full set of sepia mylars containing the latest revision of each drawing; one set of 1/16 scale mylar floor plans in a format as approved by the County; and three sets of electronic files (CD or other specified electronic media) containing all contract documents. The cost of reproductions beyond what is called for in this section is a reimbursable expense in accordance with the Agreement. Prior to the final completion of the project, the Architect shall revise and update the working drawings to incorporate all revisions and changes for which sketches or other types of informational drawings were prepared during construction so that these working drawings reflect the final design of the Project. The Architect shall not be entitled to any extra compensation for this service.

4.2 Further Obligations and Responsibilities

4.2.1 Community Relations

In addition to regular project communications, the Architect will assist with community/public relation efforts and communicate with policy makers, regulatory agencies and utilities as needed for expeditious completion of the project.

4.2.2 Grants

In the event that the County is a recipient of or applicant for a grant or loan for the Project from any source, at the request of the County, the Architect shall attend conferences held with the party making the grant or loan as requested by the County. The Architect will assist in development and submission of grant and loan applications and other programs (state, utility, etc.), which may provide financial benefits to the County.

4.2.3 Records

The Architect shall provide copies of any and all sample/test reports, design calculations, etc. to the County. Copies of all drawings and specifications must also be provided to the County in electronic format. The Contract Drawings are to be prepared in a computerized format suitable for incorporation into the County's GIS system. Currently, County standards require that the drawings be developed utilizing AutoCAD 2014 and in conformance with the layering standards developed by the AIA and NYSDOT. The 3D model will be prepared using Revit 2017 software.

4.2.4 Changes and Revisions

Upon the County's request, at any time during the term of this Agreement, the Architect will change or revise any or all drawings and specifications for the Project. Architect will evaluate potential changes for budget and schedule impacts.

4.2.5 Maintenance Documents

The Architect will obtain, file and, upon completion of the Project, deliver to the County all written guarantees, operation and maintenance manuals, notes on paint colors and maintenance procedures as shall be appropriate to operate and preserve the Project in good order after completion.

4.2.6 Architectural Renderings and Prints

The Architect shall prepare renderings and prints of the 3D model to illustrate typical and/or key program spaces and features. The renderings will show building features and associated furniture, furnishings and finishes.

EXHIBIT B
PAYMENT SCHEDULE

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 A), Bidding and Award (Division B) & Construction Administration Services (Divisions C) - The Firm shall receive a fee equal to a percentage of the total construction cost of the project, exclusive of Extra Services and Reimbursable expenses, to cover all costs associated with all work to complete divisions A, B and C as outlined in the appropriate sections of Exhibit A. The design percentage fee will be determined by a straight line interpolation between the limits of the construction cost delineated as follows:

<u>NET CONSTRUCTION COST</u>	<u>DESIGN FEE PERCENTAGE</u>	<u>TOTAL DESIGN FEE</u>
\$85,000,000 and above	4.32%	\$3,672,000.00
\$80,000,000	4.50%	\$3,600,00.00
\$75,000,000	4.70%	\$3,525,000.00
\$75,000,000 and below	4.70%	\$3,290,000.00

An initial estimated construction cost of **\$75,000,000** will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Contractor.

Until the construction cost is established by the award of the construction contract(s), the Firm's design fee percentage shall be based upon the latest approved construction cost estimate, utilizing a straight line interpolation of the fee curve. The design fee percentage shall be used as a basis of computing partial payments to the Firm during the progress of the work. When the actual cost of construction is determined, the total amount paid to the Firm under these Divisions of work shall be adjusted based upon such final cost of construction, and any overpayment or underpayment of design fees shall be adjusted accordingly.

For the remainder of the design and construction phases, including the construction administration phase (Divisions A, B & C), the Firm shall receive a fee equal to a percentage of the total construction cost of the project, exclusive of Extra Services and Reimbursable expenses, payable as follows:

<u>Phase of Work</u>	<u>% of Fee</u>
Division A - 75 Percent Design	30%
Division A - 90 Percent Design	25%
Division A - 100 Percent Design	12%
Division B - Bid and Award Services	3%
Division C - Construction Administration Services	30%

Partial Payments - The Contractor's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Division, as approved by the Commissioner. The fee for Division C - Construction Administration Services shall be paid monthly, based on the percentage of work completed by the construction contractors.

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

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

- a. Fees paid to the Contractor, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
- b. The cost of any and all change orders required by reason of the failure of the Contractor to include such change order items in the contract documents, or by reason of errors or omissions made by the Contractor in the preparation of the contract documents.
- 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 Contractor has already been paid such as "Extra Work."

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

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

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

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

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

For any additional services to be paid on actual salaries, the Contractor shall be compensated for such extra services by an amount equal to **Two Point Five (2.5)** times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Contractor shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times **One Point Zero (1.0)**, 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.

Staffing Rates

<u>Title</u>	<u>Rate</u>	<u>Multiplier</u>	<u>Billing Rate</u>
Principal	\$175.00	1.0	\$175.00
Project Manager	\$175.00	1.0	\$175.00
Project Designer	\$175.00	1.0	\$175.00
Project Architect	\$ 62.00	2.5	\$155.00
Senior Architect	\$ 46.00	2.5	\$115.00
BIM Specialist	\$ 38.00	2.5	\$ 95.00
Materials Specialist	\$ 38.00	2.5	\$ 95.00
Support Architects	\$ 38.00	2.5	\$ 95.00

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 antidiscrimination 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. 142002, 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) 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 taken 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 intergovernmental 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:

MARC B. SPECTOR (Name)
SPECTOR GROUP
220 CROSSWAYS PK DRW. (Address)
WOODBURY, N.Y. 11797
516. 365. 4240 (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 ✓ 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:

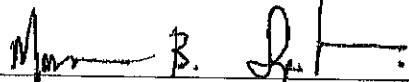
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational 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.

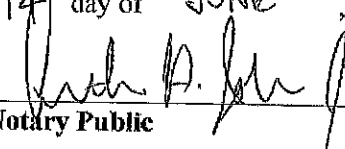
6. 14. 17

Dated


Signature of Chief Executive Officer

MARC B. SPECTOR
Name of Chief Executive Officer

Sworn to before me this

14 day of JUNE, 20 17.

Notary Public

ARTHUR H. JOHNSON, JR
Notary Public - State of New York
No. 01JO6161479
Qualified in Nassau County
My Commission Expires February 26, 2019

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

INDEXED

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

FROM: Department of Public Works

DATE: June 13, 2017

SUBJECT: Nassau County Family and Matrimonial Court
101 County Seat Drive, Mineola, NY
Capital Project Number: 90632
Recommendation of Firm for Design Services

Nassau County Department of Public Works (NCDPW) desires to procure professional Architectural and Engineering services in connection with the design of Phase 2 of the Nassau County Family and Matrimonial Court Project. The project involves the adaptive re-use of an existing 255,000 SF building, which is located at 101 County Seat Drive, Mineola, NY and is being completed in phases. The first phase is currently in construction and includes site improvements, structural modifications and a new façade. Phase 2 will complete the interior fit out of the building including all mechanical, electrical, plumbing, HVAC and life safety system as well as miscellaneous site improvements.

The County received seven (7) responses to the "Request For Proposals" (RFP).

The technical proposals were evaluated by professional staff within the Department by, Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Carmelo Mazza, Architect II, and Robert LaBaw, Architect III, Project Manager. The results of the Technical Evaluation including Cost Proposals are as follows:

Firm Name	Technical Rating	Rank	Base Fee Proposal (\$75M)	Proposed Fee Percentage
Spector Group	92.00	1	\$3,525,000.00	4.70 %
LiRo Architects + Planners	84.75	2	\$3,675,000.00	4.90 %
Ehasz Gicalone Architects, PC	83.50	3	\$2,400,000.00	3.20 %
Gensler	82.50	4	\$2,887,500.00	3.85 %
Stantec	79.50	5	\$3,763,250.00	5.00 %
SBLM Architects	73.25	6	\$3,167,610.00	4.10 %
JMV Architect PLLC	73.25	7	\$4,125,000.00	5.50 %

Analysis of the above chart provides the following:

Average technical rating:	81.32
Average proposed fee:	\$3,363,337.10
Average proposed fee percentage:	4.46 %

It should be noted that there is a compressed schedule for the completion of the construction documents for Phase 2 of this project, and that the Scope of Work poses significant Mechanical, Electrical, and Plumbing (MEP) design challenges.



Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive
June 13, 2017

Page 2

Subject: Nassau County Family and Matrimonial Court 101 County Seat Drive, Mineola, NY
Capital Project Number: 90632

Ehasz Gicalone Architects, PC ranked third best received a technical rating near "average" and proposed a low Professional Fee. However, in DPW's opinion, the firm and its MEP team, did not demonstrate that they possessed an adequate level of expertise and experience in similar court projects to guarantee the "take-over" and bring a project of this magnitude to a successful completion. In our judgement the firm's proposed fee is not realistic considering the complexity of design.

Gensler similarly received an "above average" technical rating and proposed a low Professional Fee. While the firm's RFP response indicated that they had been involved in other court projects, the entire MEP team did not demonstrate participation in court projects, or projects of this magnitude as well. In DPW's opinion, Gensler did not demonstrate an adequate level of expertise to guarantee a successful completion.

The Spector Group (Spector), in receiving the highest technical rating, demonstrated that the firm has significant experience in similar court projects, including assignments where the firm has assumed full design responsibility or "Ownership" of the drawings prepared by other consultants under circumstances comparable to the subject project. Spector's proposal includes a MEP team that also has significant court experience. This will ensure a successful completion of the project. Also, the Firm's proposed base fee is close to the average, and is lower than internal DPW estimates.

DPW recommends that the Spector Group represents the best value to the County, and shall be retained to complete the A/E design services associated with Phase 2 of the Family and Matrimonial Court project.

Funding for the professional services is available under capital project 90632, Nassau County Family and Matrimonial Court.

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



Shila Shah-Gavnoudias
Commissioner

SSG:RM:pl

c: Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Jane Houdek, Public Works Attorney
Joseph Amerigo, Civil Engineer II
Robert LaBaw, Architect III

APPROVED:



Richard R. Walker
Chief Deputy County Executive

6/12/17

Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

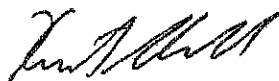
DATE: May 3, 2017

SUBJECT: CSEA Notification of a Proposed DPW Contract
 Architectural and Engineering Services
 Nassau County Family and Matrimonial Court – Phase 2
 101 County Seat Drive / Mineola, NY
 Proposed Contract No: B90632-02C

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

1. DPW plans to recommend a contract/agreement for the following services:
 Architectural and Engineering Services
2. The work involves the following:
 The project involves the adaptive re-use of an existing 255,000 SF building, which is located at 101 County Seat Drive, Mineola, NY and is being completed in phases. The first phase is currently in construction and includes site improvements, structural modifications and a new façade. Phase 2 will complete the interior fit out of the building including all mechanical, electrical, plumbing, HVAC and life safety system as well as miscellaneous site improvements.
3. An estimate of the cost is: \$3,525,000.00.
4. An estimate of the duration is: Twenty-four (24) months.

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



Kenneth G. Arnold
 Assistant to Commissioner

KGA:RM:WSN:ac

c: Christopher Fusco, Director, Office of Labor Relations
 Brian Libert, Deputy Director, Office of Labor Relations
 Robert Bedford, Office of the County Attorney
 Rakhal Maitra, Deputy Commissioner
 William S. Nimmo, Deputy Commissioner
 Diane Pyne, Unit Head, Human Resources Unit
 Loretta Dionisio, Hydrogeologist II
 Jonathan Lesman, Management Analyst II
 Robert LaBaw, Architect III



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

TO: Robert LaBaw, Architect III

FROM: Office of the Commissioner

DATE: May 26, 2017

SUBJECT: CSEA Sub-Contracting Approval
C17-061 – B90632-02C
Family & Matrimonial Court – Architectural & Engineering Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C17-061**.

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

If you have any questions, please speak with Jonathan Lesman.



Kenneth G. Arnold
Assistant to Commissioner

KGA:las

c: Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II



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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name and Title of Authorized Representative

Date _____

Name of Organization

Address of Organization

Instructions for Certification

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2017

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 PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: PHONE (A/C No. Ext): 516-869-8788 FAX (A/C No.): 516-706-2973 E-MAIL ADDRESS:		
INSURED SPECTGROU Spectorgroup 11, LLP 220 Crossways Park Drive West Woodbury NY 11797		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Transportation Insurance Co.		20494
		INSURER B: State Workers Insurance Fund		
		INSURER C: Atlantic Specialty Insurance Compan		27154
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 235987584

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
A	GENERAL LIABILITY <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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			5092223305	7/16/2017	7/16/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$300,000 PERSONAL & ADV INJURY \$10,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5092223305	7/16/2017	7/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			5092223353	7/16/2017	7/16/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	H22544894	1/17/2017	1/17/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	PROFESSIONAL LIABILITY			DPL672917	5/15/2017	5/15/2018	5,000,000 5,000,000 50,000 PER CLAIM AGGREGATE RETENTION

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

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

CERTIFICATE HOLDER

CANCELLATION 30 DAY NOTICE APPLIES

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

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

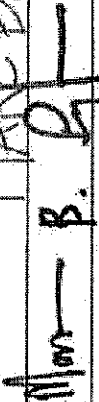
AUTHORIZED REPRESENTATIVE

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	SPECTOR GROUP
Address (street/city/state/zip code):	220 CROSSWAYS PARK WEST, HOBBURY NY 11797
Authorized Representative (name/title):	MARC B. SPECTOR - PRINCIPAL
Authorized Signature:	
Contract Number:	B90632-022
Contract/Project Name:	N.C. FAMILY AND MATRIMONIAL COURT PHASE 2
Contract/Project Description:	PROVIDING USUAL AND NECESSARY DESIGN SERVICES IN CONNECTION WITH THE PREPARATION OF DETAILED CONTRACT DRAWINGS, SPECIFICATIONS AND CONSTRUCTION ADMINISTRATION RELATING TO THE N.C. FAMILY AND MATRIMONIAL COURT PHASE 2 INTERIOR FIT-OUT PROJECT

Part 2- Projected MBE/WBE Contract Summary:

	Amount (\$)	Percentage (%)
Total Dollar Value of the Prime Contract	\$3,525,000	
Total MBE Dollar Amount	\$431,550	12.2%
Total WBE Dollar Amount	\$230,000	6.5%
Total Combined M/WBE Dollar Amount	\$661,550	18.7%
	MBE Contract Percentage	
	WBE Contract Percentage	
	Combined M/WBE Contract Percentage	

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: SHEN MILSON & WILKE Address: 417 FIFTH AVENUE City: NEW YORK State/Zip Code: NY 10016 Authorized Representative: THOMAS SHEN Telephone No. 212-725-6800	ACOUSTICS IT AV SECURITY	Amount (\$) \$165,300 Award Date:	Start Date: Completion Date:
Name: ISRAEL A. SEINUK PC Address: 220 EAST 45TH ST. City: NEW YORK State/Zip Code: NY 10017 Authorized Representative: GEORGE OLGA Telephone No. 212-687-2233	STRUCTURAL	Amount (\$) \$125,000 Award Date:	Start Date: Completion Date:
Name: ASP Address: ONE PENH PLAZA 240FL City: NEW YORK State/Zip Code: NY 10019 Authorized Representative: GARY POMERANTZ Telephone No. 212-465-5200	MEP/FP	Amount (\$) \$141,250 (25% OF \$565,000) Award Date:	Start Date: Completion Date:

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: ELLANA CONSTRUCTION CONSULTANTS Address: 32 BROADWAY, 8TH FLOOR City: NEW YORK State/Zip Code: N.Y. 10004 Authorized Representative: TIEN BUTTS Telephone No. 212-971-0936	COST ESTIMATING	Amount (\$): \$120,000 Award Date:	Start Date: Completion Date:
Name: LOHRUS DESIGN & PRINT Address: 2260 HEWITON ROAD City: PLAINVIEW State/Zip Code: N.Y. 11803 Authorized Representative: JIM LOHRUS Telephone No. 516-465-2080	REPRODUCTION PRINTING	Amount (\$): \$110,000 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date: