

**CF (Capital)****Contract Details****E-158-16**

CFPW16000014

**CF E-158-1**SERVICE Personal Services Agreement for  
Disaster & Debris ManagementNIFS ID # CFPW16000014 NIFS Entry Date: 2/9/16 Term: from Execution to 12/31/2019

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

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

**Agency Information**

Vendor	
Name <b>The LandTek Group, Inc.</b>	Vendor ID# <b>11-2945683</b>
Address <b>235 County Line Road, Amityville, New York, 11701</b>	Contact Person <b>Michael Ryan</b>
	Phone <b>(631) 691-2381</b>

County Department
Department Contact <b>Brian Schneider</b>
Address <b>1194 Prospect Avenue, Westbury 11590</b>
Phone <b>571-9610</b>

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
6/8/16	County Attorney	CA RE & Insurance Verification	<input type="checkbox"/>	<i>[Signature]</i>	
6/8/16	County Attorney	CA Approval as to form	<input type="checkbox"/>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
<i>[Signature]</i>	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	<i>[Signature]</i>	

RECEIVED  
CLERK OF THE LEGISLATURE  
NASSAU COUNTY

# Contract Summary

<b>Description: Personal Services Agreement to Provide Debris Management During Disaster Related Events</b>
<b>Purpose:</b> The County is seeking to establish a pool of highly experienced and highly qualified Disaster and Debris Management Contractors (DMCs) to protect the health, safety, and welfare of our community should disaster strike. The DMCs will be called upon to provide Tree Removal, Debris Collection & Transport as well as Site Management, Debris Reduction & Disposal throughout Nassau County as needed.
<b>Method of Procurement:</b>  A qualification based rating and ranking system of technical and cost proposal in accordance with standard DPW procedures and protocols.
<b>Procurement History:</b> A Request for Proposal (RFP) for full service Disaster and Debris Management services aimed at pre-qualifying those firms who can provide the expertise and staffing when called upon prior to and during a disaster related event was prepared by the Department of Public Works. The RFP was advertised on the County's website as well as in Newsday. Ten (10) proposals were received on May 21, 2013 and were reviewed by a Technical Review Committee (TRC) consisting of professional staff from the Department of Public Works who have significant experience in dealing with disaster emergencies consisting of: Richard P. Millet, Deputy Commissioner of Public Works; Brian J. Schneider, Assistant to Deputy Commissioner; Richard Iadevaio, Superintendent of Highway Construction; Michael Fasano, Superintendent of Building Operations and Maintenance; Raymond Iovino, Director, Bureau of Equipment Inventory and Tim Kelly, Hydrogeologist III. Based on the proposals received, the TRC has determined that seven (7) of the ten(10) firms ranked provide the necessary and sufficient expertise, equipment and staffing in strict adherence to Federal Emergency Management Administration (FEMA) guidelines and regulations to service the residents of the County should a disaster strike.
<b>Description of General Provisions:</b> The Agreement calls for a bid breakdown of all inclusive unit prices based on categories of work provided by the Department of Public Works.
<b>Impact on Funding / Price Analysis:</b> This Agreement will be activated during times of emergency. As such it is anticipated that funds expended will be reimbursed by Federal and/or State Disaster Assistance Agencies. Contract maximum will be capped at \$5,000,000.
<b>Change in Contract from Prior Procurement:</b>  N/A
<b>Recommendation:</b> (approve as submitted)

## Advertisement Information

BUDGET CODES	
Fund:	PWPEM Gen
Control:	1000
Resp:	
Object:	DE5C5
Transaction	

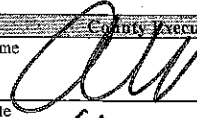
RENEWAL	
% Increase	
% Decrease	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWPEM/1000/DE5C5	\$ .01
2	PWGEN0240/DE500	\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ .01</b>

Document Prepared By: **Brian Schneider**

Date: **2/6/2015**

<b>NIFS Certification</b>	<b>Comptroller Certification</b>	<b>County Executive Approval</b>
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name:	Name:	Date: <b>6/26/16</b>
Date:	Date:	(For Office Use Only)
		<b>E #:</b>



## Nassau County Interim Finance Authority

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

1. Vendor: THE LANDTEK GROUP, INC.

2. Dollar amount requiring NIFA approval: \$ \$5,000,000

Amount to be encumbered: \$ \$0.01

This is a ☒ New Contract ☐ Advisement ☐ Amendment

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

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

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

3. Contract Term: EXEC. TO 12/31/2019

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

If yes, please explain: \_\_\_\_\_

4. Funding Source:

☒ General Fund (GEN)  
☐ Capital Improvement Fund (CAP)  
☐ Other

☒ Grant Fund (GRT)

Federal % 90  
State % 10  
County % 0

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

☒ Yes ☐ No

If not, will it require a future borrowing?

☐ Yes ☐ No

Has the County Legislature approved the borrowing?

☐ Yes ☐ No N/A

Has NIFA approved the borrowing for this contract?

☐ Yes ☐ No N/A

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

The County is seeking to establish a pool of highly experienced and highly qualified Disaster and Debris Management Contractors (DMCs) to protect the health, safety, and welfare of our community should disaster strike. The DMCs will be called upon to provide Tree Removal, Debris Collection & Transport as well as Site Management, Debris Reduction & Disposal throughout Nassau County as needed.

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

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

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

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

CAPW 14000033

## 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.

Roseanne Delle 6/1/16  
Signature Title Date

Print Name

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

Signature Title Date

Print Name

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

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

**NIFA reserves the right to request additional information as needed.**

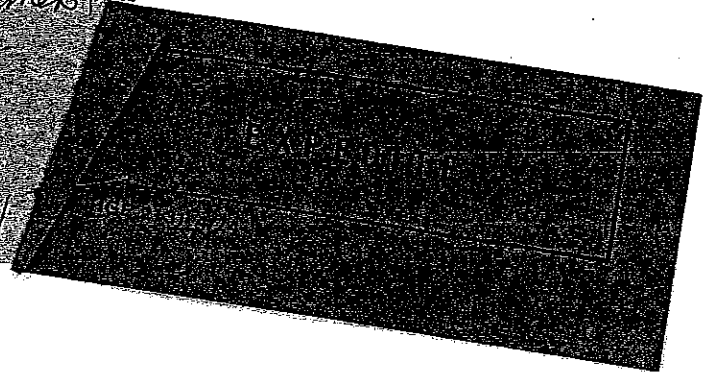
Replaces

CFPW 15000018 (staff  
summary attached)

Rejected due to Age  
Plus  $\Delta$  in Funding Source

This extends agreement  
to 2019

ONLY Change From  
Original



# CF (Capital) Contract Details

# E-197-15

# CFPW15000018

SERVICE Personal Services Agreement for  
Disaster & Debris Management

NIFS ID #: CFPW15000018

NIFS Entry Date: 5/7/15

Term: from Execution

to 12/31/2019

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

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

## Agency Information

Vendor	
Name <b>The LandTek Group, Inc.</b>	Vendor ID# <b>11-2945683</b>
Address <b>235 County Line Road, Amityville, New York, 11701</b>	Contact Person <b>Michael Ryan</b>
	Phone <b>(631) 691-2381</b>

County Department
Department Contact <b>Brian Schneider</b>
Address <b>1194 Prospect Avenue, Westbury 11590</b>
Phone <b>571-9610</b>

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	<u>5/14/15</u>	<i>TC</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>		<i>NA RCA</i>	
	OMB	NIFS Approval <input type="checkbox"/>	<u>5/13/15</u>	<i>Payan</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
<u>5/19/15</u>	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	<u>5/19/15</u>	<i>Q. Amato</i>	
<u>6/11/15</u>	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<u>6/11/15</u>	<i>Michael P. Hill</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	<u>9/30/15</u>	<i>Concetta A. Petrucci</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
<u>9/21/15</u>	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	<u>9/21/15</u>	<i>Chris</i>	

# Contract Summary

<b>Description: Personal Services Agreement to Provide Debris Management During Disaster Related Events</b>
<b>Purpose:</b> The County is seeking to establish a pool of highly experienced and highly qualified Disaster and Debris Management Contractors (DMCs) to protect the health, safety, and welfare of our community should disaster strike. The DMCs will be called upon to provide Tree Removal, Debris Collection & Transport as well as Site Management, Debris Reduction & Disposal throughout Nassau County as needed.
<b>Method of Procurement:</b>  A qualification based rating and ranking system of technical and cost proposal in accordance with standard DPW procedures and protocols.
<b>Procurement History:</b> A Request for Proposal (RFP) for full service Disaster and Debris Management services aimed at pre-qualifying those firms who can provide the expertise and staffing when called upon prior to and during a disaster related event was prepared by the Department of Public Works. The RFP was advertised on the County's website as well as in Newsday. Ten (10) proposals were received on May 21, 2013 and were reviewed by a Technical Review Committee (TRC) consisting of professional staff from the Department of Public Works who have significant experience in dealing with disaster emergencies consisting of: Richard P. Millet, Deputy Commissioner of Public Works; Brian J. Schneider, Assistant to Deputy Commissioner; Richard Iadevaio, Superintendent of Highway Construction; Michael Fasano, Superintendent of Building Operations and Maintenance; Raymond Iovino, Director, Bureau of Equipment Inventory and Tim Kelly, Hydrogeologist III. Based on the proposals received, the TRC has determined that seven (7) of the ten(10) firms ranked provide the necessary and sufficient expertise, equipment and staffing in strict adherence to Federal Emergency Management Administration (FEMA) guidelines and regulations to service the residents of the County should a disaster strike.
<b>Description of General Provisions:</b> The Agreement calls for a bid breakdown of all inclusive unit prices based on categories of work provided by the Department of Public Works.
<b>Impact on Funding / Price Analysis:</b> This Agreement will be activated during times of emergency. As such it is anticipated that funds expended will be reimbursed by Federal and/or State Disaster Assistance Agencies. Contract maximum will be capped at \$5,000,000.
<b>Change in Contract from Prior Procurement:</b>  N/A
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	PWFEM <i>X Gen</i>
Control:	1000
Resp:	
Object:	DE5C5
Transaction	

RENEWAL	
% Increase	
% Decrease	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWFEM/1000/DE5C5	\$01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$01</b>

Document Prepared By: **Brian Schneider**

Date: **2/6/2015**

<b>NIFS Certification</b>	<b>Comptroller Certification</b>	<b>County Executive Approval</b>
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>9/2-1/15</i>
Date	Date	(For Office Use Only)
		<b>E #:</b>

RULES RESOLUTION NO.    – 2016

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 LANDTEK GROUP, INC.

WHEREAS, the County has negotiated a personal services agreement with Landtek Group, Inc., 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 authorize the County Executive to execute the said agreement with Landtek Group, Inc.



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:** LandTek Group, Inc.

**CONTRACTOR ADDRESS:** 235 County Line Road, Amityville, New York, 11701

**FEDERAL TAX ID #:** 11-2945683

---

**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 May 1, 2013. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on June 24, 2013. Ten (10) proposals were received and evaluated. The Technical Review Committee (TRC) consisting of professional staff from the Department of Public Works who have significant experience in dealing with disaster emergencies consisting of: Richard P. Millet, Deputy Commissioner of Public Works; Brian J. Schneider, Assistant to Deputy Commissioner; Richard Iadevaio, Superintendent of Highway Construction; Michael Fasano, Superintendent of Building Operations and Maintenance; Raymond Iovino, Director, Bureau of Equipment Inventory and Tim Kelly, Hydrogeologist III. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking seven (7) proposers were 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

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

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

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


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

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

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

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

**Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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

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

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

Dated: March 31, 2016

Vendor: The LandTek Group, Inc.

Signed:

Print Name: Michael Ryan

Title: President

## Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

Page 2 of 4

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

None

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

None



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

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

None

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

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

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

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

Dated: March 31, 2016

Signed:

Print Name:

Michael Ryan

Title:

President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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 Edward Ryan  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 233 County Line Rd  
City/state/zip Amityville NY 11701  
Telephone 631 691 2381  
Other present address(es) N/A -  
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 1/1/98 Treasurer 1/1/98  
Chairman of Board 1/1/98 Shareholder 1/1/98  
Chief Exec. Officer 1/1/98 Secretary 12/1/10  
Chief Financial Officer 1/1/98 Partner 1/1/98  
Vice President 12/1/10 1/1/98  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO    If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO    If Yes, provide details. LendTek has a loan receivable from Edward Ryan
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 ☒ n/a  
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, Edward Ryan, 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 15 day of June 2016

JENNIFER A PERITORE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE6215464  
Qualified in Suffolk County  
My Commission Expires 12/31/17

Jennifer A Peritore  
Notary Public

The Land Tek Group, Inc  
Name of submitting business

Edward Ryan  
Print name

[Signature]  
Signature

V. President, Secretary, Treasures  
Title

6, 15, 16  
Date

## 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 Edward Ryan  
Date of birth [REDACTED]  
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Business address 235 County Line Rd  
City/state/zip Amityville NY 11701  
Telephone 631-691-2381  
Other present address(es) - n/a -  
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 1/1/98 Treasurer 1/1/98  
Chairman of Board 1/1/98 Shareholder 1/1/98  
Chief Exec. Officer 1/1/98 Secretary 12/1/10  
Chief Financial Officer 1/1/98 Partner 1/1/98  
Vice President 12/1/10 1/1/98  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ✓ NO     If Yes, provide details. Landra has a loan receivable from Edward Ryan
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 ☒ n/a  
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, Edward Ryan, 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 15 day of June 2016

JENNIFER A PERITORE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE6215464  
Qualified in Suffolk County  
My Commission Expires 12/31/17

Jennifer A Peritore  
Notary Public

The Land Tek Group, Inc.  
Name of submitting business

Edward Ryan  
Print name

[Signature]  
Signature

V. President, Secretary, Treasurer  
Title

6, 15, 16  
Date

## 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 Michael Ryan  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 235 County Line Road  
City/state/zip Amityville, NY 11701  
Telephone 631-691-2381  
Other present address(es) N/A  
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 10 / 01 / 1988 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder 10 / 01 / 1988  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_

(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_\_ If Yes, provide details. See attached.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO \_\_\_\_\_ If Yes, provide details. LandTek has a loan receivable for Michael Ryan

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_\_  
If Yes, provide details.

R & S Realty  
Site Pro Industries, LLC  
Islip Yards, LLC  
MR Property Builders, LLC  
Amityville Waterfront, LLC

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

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

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

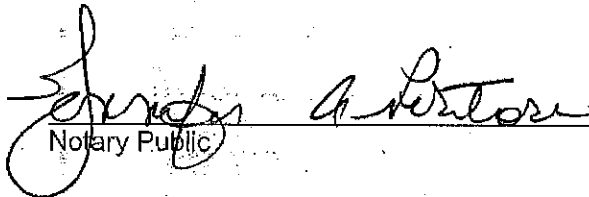
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each 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, Michael Ryan, President, 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 4th day of April 2016

  
Notary Public

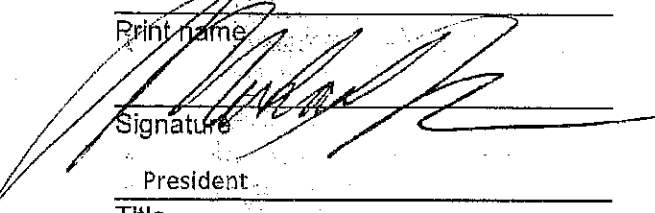
JENNIFER A. PERITORE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE6215464  
Qualified in Suffolk County  
My Commission Expires 6/30/17

The LandTek Group, Inc.

Name of submitting business

Michael Ryan

Print name

  
Signature

President

Title

04 / 04 / 2016

Date



235 COUNTY LINE ROAD, AMITYVILLE, NY 11701  
TEL (631) 691-2381 WWW.LANDTEKGROUP.COM FAX (631) 598-8280

115 111

## The LandTek Group, Inc.

### Corporate Shareholder & Officer Information

<u>Name</u>	<u>Address</u>	<u>% Shares</u>
Michael Ryan, President	[REDACTED]	80%
Edward Ryan Family Trust I	235 County Line Road Amityville, NY 11701	10%
Edward Ryan Family Trust II	235 County Line Road Amityville, NY 11701	10%
Edward Ryan, Vice President Secretary, Treasurer	[REDACTED]	0%

### 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: 04/01/16

1) Proposer's Legal Name: The LandTek Group, Inc.

2) Address of Place of Business: 235 County Line Road, Amityville, NY 11701

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

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

Phone: 631-691-2381

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 80-509-0248

5) Federal I.D. Number: 11-2945683

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

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes      No X If Yes, please provide details:     

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



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

If Yes, provide details for each such conviction \_\_\_\_\_

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

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

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

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

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

17) Conflict of Interest:

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

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

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

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

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  
In the event a potential conflict of interest arises, The LandTek Group, Inc. would contact Nassau County and ask for their guidance. \_\_\_\_\_

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. See attached.

Should the proposer be other than an Individual, the Proposal **MUST** Include:

- i) Date of formation; 1988
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Please see attached.
- iii) Name, address and position of all officers and directors of the company; Please see attached.
- iv) State of Incorporation (if applicable); New York
- v) The number of employees in the firm; 300
- vi) Annual revenue of firm; 2015 [REDACTED]
- vii) Summary of relevant accomplishments Please see attached document. We have a tremendous amount of completed contracts that can be forwarded upon request.
- viii) Copies of all state and local licenses and permits. Please see attached.

- B. Indicate number of years in business. 37 years.

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

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

Company Town of North Hempstead - Dept. of Public Works

Contact Person Tom Tiernan

Address 285 Denton Avenue

City/State New Hyde Park, NY 11040

Telephone 516-739-6701

Fax # 516-327-3120

E-Mail Address tiernan@northhempsteadny.gov

Company Town of Oyster Bay (Nassau County)

Contact Person Kevin Hanifan

Address 150 Miller Place

City/State Syosset, NY 11791

Telephone 516-677-5770

Fax # 516-677-5878

E-Mail Address khanifan@oysterbay-ny.gov

Company ReNu Restoration & Contracting

Contact Person Scott Colletti

Address 1215 Sunrise Highway

City/State Coplague, NY 11726

Telephone 631-782-1020

Fax # 631-768-9056

E-Mail Address scott@renuny.com

# **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, Michael Ryan, President, 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 4th day of April

2016  
**JENNIFER A. FERTORE**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01PE6215464**  
**Qualified in Suffolk County**  
**My Commission Expires 12/28/17**

  
Notary Public

Name of submitting business: The LandTek Group, Inc.

By: Michael Ryan  
Print name

  
Signature

President

Title

04 / 04 / 2016  
Date

Q13

## PREVAILING WAGE LOG

Agency Involved	Nature of Alleged Violation	Name, Address & EIN of Entity	Date of Notice	Status or Outcome	Case Numbers	Date Closed
New York City Comptroller's Office	Alleged Prevailing Wage Violations	The LandTek Group, Inc.; 235 County Line Road, Amityville, NY 11701; EIN #11-2945683	10/19/2010	Audit has been closed with NO findings of any violations.	Labor Law File #20100708	11/1/2011
NYC Dept of Parks & Rec- Labor Law Investigation Unit (LIU)	Alleged Labor Law Violations	The LandTek Group, Inc.; 235 County Line Road, Amityville, NY 11701; EIN #11-2945683	2/15/2012 or 5/24/12	Audit has been closed with NO willful violation, no fines, no penalties. Claim closed	Contract #0162- 210M	4/30/2014
New Jersey Dept of Labor	Audit of Payroll Records for compliance with Prevailing Wage Law	The LandTek Group, Inc.; 235 County Line Road, Amityville, NY 11701; EIN #11-2945683	4/9/2012	A new fence. The subcontractor was not responsive to the prevailing wage inquiry and LandTek settled with the NJDOL for \$5033.00. The original amount of the claim was \$18755.00 Claim Closed	PC-243-0412-CIR	8/1/2013
New York Dept of Labor	Alleged Prevailing Wage Violations	The LandTek Group, Inc.; 235 County Line Road, Amityville, NY 11701; EIN #11-2945683	4/3/2012	A sub-subcontractor (certified by bleacher manufacturer), James Rough Bleachers, was found to have a willful labor violation and was charged in addition for the underpayment of his labor along with penalties and interest. LandTek satisfied James Rough liabilities pursuant to 12 NYCRR Section 221.1.	Case #2009010926	6/19/2014

235 County Line Road  
Amityville, NY 11701  
EIN #11-2945683

Relevant Accomplishments  
A, vii

Job Name	
Town of N. Hempstead	Emergency storm damage cleanup and restoration
Renu Restoration	Emergency cleanup, stabilization and repairs - Long Beach, Oceanside
Town of Oyster Bay Nassau County	Emergency services and clean up - numerous areas along the south shore



235 COUNTY LINE ROAD, AMITYVILLE, NY 11701  
TEL (631) 691-2381 WWW.LANDTEKGROUP.COM FAX (631) 598-8280

## The LandTek Group, Inc.

### Corporate Shareholder & Officer Information

<u>Name</u>	<u>Address</u>	<u>% Shares</u>
Michael Ryan, President	[REDACTED]	80%
Edward Ryan Family Trust I	235 County Line Road Amityville, NY 11701	10%
Edward Ryan Family Trust II	235 County Line Road Amityville, NY 11701	10%
Edward Ryan, Vice President Secretary, Treasurer	[REDACTED]	0%



V m

THE LANDTEK GROUP, INC.

NY Licenses On File.	License Number
Pesticide Applicator	
Kevin Malone	
Guy Fitzgerald	
Khamraj Mangra	
George Vedder	
Suffolk County Hydrant Use Permit	
Licensed as a Fleet Inspection Station	
Permit to operate hazmat storage facility	
Home Improve Contractors License - Suffolk County	
Home Improve Contractors License - Nassau County	
Town Of N. Hempstead Fence Erector License	
Town of East Hampton - Home Improvement License	
NJ Licenses on File	
Pesticide Applicator Business License	
Kevin Malone	
PA Licenses on File	
Philadelphia Licenses	
Commercial Activity License	
Prime Construction Contractor	
Contractor's License	
VA Licenses on File	
Class A Contractors License	
County Of Fairfax, BPOL	
City of Richmond BPOL	
W.VA Licenses on File	
Contractor License	

# **THE LANDTEK GROUP, INC.**

## **BACKGROUND & EXPERIENCE OF PRINCIPAL MEMBERS**

## MICHAEL RYAN, PRESIDENT

### PRESIDENT



#### HUMANITARIAN AFFILIATIONS:

- The Marty Lyons Foundation
- Suffolk County P.A.L.
- Contractor for Kids
- Nassau County P.A.L.

#### COMMITTEES:

Michael Ryan has been quite active in regional and national committees related to sports field management and development.

Board of Directors of the Suffolk County Sports Hall of Fame, a nonprofit organization that honors outstanding persons, living or deceased, who have gained prominence and have made substantial contributions on behalf of themselves and Suffolk County in the fields of professional and amateur sports.

Mr. Ryan is also on the Board of Directors for St. Joseph's College, an Institution that prepares students for lives of integrity, social responsibility and service.

#### EXPERIENCE

Mr. Ryan has over 30 years' experience in the construction industry and has become a leader in professional, college and high school athletic field and golf course construction. The company specializes in natural and synthetic field design and construction. Over the years, The LandTek Group has built state-of-the-art facilities for the New York Mets, the New York Yankees, the New York Jets and Giants, and the New York Red Bulls, as well as Columbia University, Stony Brook University, Dowling College, Hofstra University and numerous other universities, colleges, school districts and municipalities throughout the Northeast.

In 1979, after many years as a landscape and tree care expert, Michael Ryan founded the LandTek Group. He expanded his expertise into turf care and athletic fields. This enhanced knowledge brought LandTek into the specialized industry of athletic field construction. Always forward thinking, Mike foresaw the need for improvement in the athletic field industry and began researching the new synthetic turf materials that were coming on the market. Recognizing that the new turf designs were safer for the athletes, cost effective to the school districts and municipalities, and easier to maintain, Mr. Ryan took this opportunity to expand into this market and provide organizations and communities with better and safer facilities. To date, Mike has constructed and overseen more than half a billion dollars' worth of sports facilities, built several golf courses, and acted as a site developer for multiple projects. Mike has acted as a consultant on numerous jobs for architects and engineers, where his expertise has proven invaluable. His knowledge and leadership in the industry has led to many engagements as the keynote speaker at seminars focused on athletic field development, synthetic turf, under-field drainage and quality control. Mr. Ryan's proficiency, capability and motivation have driven The LandTek Group to become to the top builder of sports fields in the United States.

A caring and humble individual, Michael Ryan leads by example. He has contributed many hours of his time to assist individuals and families in need and has supported many charitable groups and causes without seeking recognition or honors. Due to his dedication to helping individuals (especially children) and communities, Mr. Ryan has been named The Marty Lyons Foundation Man of the Year, the Suffolk County PAL Man of the Year and the St. Joseph's College Man of the Year. He is an active member of these and numerous other nonprofit organizations, which are dedicated to supporting children and their families living under difficult circumstances. Mike and The LandTek Group deliver on the promise of "Building Champions from the Ground Up."

## **EDWARD RYAN, VICE PRESIDENT, SECRETARY, TREASURER**

**VICE PRESIDENT, SECRETARY,  
TREASURER**



### **EDUCATION:**

- SUNY Farmingdale, Farmingdale, NY
- Rutgers University, New Brunswick, NJ

### **PROFESSIONAL PROFILE:**

- Multiple Fields Town of Oyster Bay - Nassau County, N.Y.
- Multiple Fields Town of Babylon - Suffolk County, N.Y.
- Multiple fields Town of Brookhaven - Suffolk County, N.Y.
- Synthetic soccer fields - Town of Smithtown - Suffolk County, N.Y.
- Synthetic Softball/Softball field - Town of Hempstead - Nassau County, N.Y.
- Numerous projects for the Diocese of Rockville Centre, N.Y.
- Multiple High School and College Athletic Fields located in Nassau, Suffolk, Westchester Counties and Staten Island.

### **EXPERIENCE**

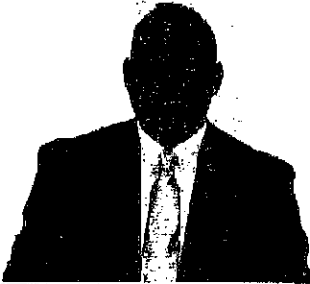
Edward Ryan joined the LandTek Group, Inc. in 1990 and currently has over 30 years' experience in athletic field construction. He has been instrumental in the establishment and development of the Synthetic Division of The LandTek Group and has garnered an excellent reputation within the industry. Edward attended SUNY Farmingdale, Farmingdale NY as well as Rutgers University, New Brunswick, NJ studying horticulture and construction, consulting, research on new equipment and construction methods.

As the Vice President of the Athletic/Synthetic Divisions, Edward strives to maintain its exemplary reputation. His main duties are overseeing the estimating department, and managing all quotes and proposals. He personally oversees all athletic construction projects taken on by The LandTek Group insuring that they meet the highest standards and maintain quality control.

Edward has personally been involved in the building and award of over a quarter billion dollars' worth of sports field construction and was responsible for The LandTek Group being awarded its first project with a professional sports team.

## JOHN SULINSKI, VICE PRESIDENT OF OPERATIONS, COO

VICE PRESIDENT OF OPERATIONS,  
CHIEF OPERATING OFFICER



### EDUCATION:

- Stony Brook University, Stony Brook, N.Y.
- Bachelor of Engineering

### AFFILIATIONS:

- American Red Cross
- OSHA Certified
- Member of ASCE (American Society of Civil Engineers)
- Knights of Columbus—Council 468
- Member of the Metropolitan Executive & Professional Registry
- DEC Stormwater Certification
- PAL Certified Lacrosse Instructor

### PROFESSIONAL PROFILE:

- New York Jets Practice Facility, Hofstra University, Hempstead, NY
- Stony Brook University, Stony Brook, NY
- Aviator Sports Complex, Floyd Bennett Field, Gateway National Park, Brooklyn, NY
- Dowling College, Oakdale, NY
- Adelphi University, Garden City, NY
- Citi Field – NY Mets - MLB
- Red Bull Arena, Harrison, NJ
- Multiple High School and College Fields (Natural and Synthetic)
- Multiple Sports Complexes for Municipalities and Townships

### EXPERIENCE

John joined The LandTek Group in February 2003 as a Senior Manager. In 2011 he was promoted to Vice President of Operations/COO. His 20 years of construction knowledge has been instrumental in developing our multi-talented workforce. Since starting with The LandTek Group, John has implemented the use of project management and computer aided design software. He has also researched and implemented the use of Laser Grading Technology and Robotic Surveying Equipment. These technological advances have helped The LandTek Group stay at the leading edge of design and construction.

John is responsible for overseeing the management of all the divisions within the company. Our multi diversified group consists of; Athletic Field Construction, Natural Turf Maintenance, Synthetic Turf Maintenance, Concrete, Fence, Fleet Maintenance, and University Field Care. John also oversees all company purchases of equipment and field related construction tools and supplies. He has been instrumental in our design build projects and has a connection to many architects, engineers and suppliers.

Having over 20 years of professional engineering experience in sports field construction has enabled him to design multiple facilities for The LandTek Group, and many Owners and Architects.

John was responsible for managing the field construction for the New York Mets, New York Jets, and the New York Red Bulls and Brooklyn Cyclones. He was directly involved with large scale construction projects at St. Dominic's, Dowling College, Stony Brook Lavalie Stadium, and St. Joseph's College.

## MARTY LYONS, VICE PRESIDENT MARKETING & PUBLIC RELATIONS

### VICE PRESIDENT OF MARKETING & PUBLIC RELATIONS



#### EDUCATION:

- University of Alabama
- 1978, All-American
- 1978, SEC Defensive Player of the Year
- 1978, Alabama Defensive Player of the Year
- 1978, Outstanding Defensive Lineman in the Nation; Awarded by the Columbus

#### QUARTERBACK CLUB:

- Defensive Player of the Decade — 1970s
- Election to the Alabama Team of the Century
- Captain of the 1978 National Champions
- 2006, Sports Illustrated All-time Alabama Team

#### 2011, NATIONAL FOOTBALL FOUNDATION COLLEGE HALL OF FAME

#### NATIONAL FOOTBALL LEAGUE — N.Y Jets

- 1979, Number One Draft Choice
- 1981, Member of the New York Sack Exchange
- 1982, Pro-Bowl Alternate
- 1983, Pro-Bowl Alternate
- 1984, National Football League Man of the Year
- 1991, Retired after 12 seasons
- 2003, Member of All time New York Jets Four Decade Team

#### EXPERIENCE

Marty Lyons joined the LandTek Group as the Director of Sales & Marketing in 2000, was appointed Senior Vice President of Operations in 2007 and recently promoted to Vice President of Marketing and Public Relations. He has enjoyed a long successful career in the worlds of sports, business and philanthropy and has successfully merged his renown in sports and business savvy to greatly contribute to the company's growth as one of the premier "turf" installation business.

Mr. Lyons' football experience matured under the guidance of the late Paul "Bear" Bryant at the University of Alabama where he was recognized as an All-American in 1978. His peers elected him captain of the NCAA Division I National Champion football team that same year. His athletic skill propelled him to be a first round draft pick in the 1979 National Football League draft. Mr. Lyons joins the 2011 class of the College Football Hall of Fame.

Mr. Lyons' professional football career with the New York Jets spanned twelve (12) years; during which time, he played both defensive tackle and defensive end. He played a key role in the formation of "the New York Sack Exchange" which led the league in quarterback sacks in 1981. His performance on the field led to his selection as a Pro Bowl alternate in 1982 and 1983. Experience and leadership enabled him to serve as one of the defensive team captains in 1988.

In 1982, Mr. Lyons realized that there was more to life than football. According to Mr. Lyons, "In March 1982, three events altered my life. In the period of one week, my father, Leo, passed away suddenly; Keith, a little boy to whom I was a Big Brother, passed away from leukemia; and my first son, Rocky, was born. Imagine being on top of the world, and in the period of seven days you are forced to see the frailty, unfairness, and the wonder of life. I decided to use my name and my God-given talent to make a difference in the lives of terminally ill children."

Mr. Lyons is a featured athlete in Bear's Boys: Thirty-Six Men Whose Lives Were Changed by Coach Paul Bryant by Eli Gold. Bear's Boys is a collection of inspiring stories featuring 40 men whose lives were altered by their encounter with the legendary coach while they were players and coaches at Alabama. The stories of star players such as Joe Namath, Ken Stabler, Marty Lyons, Bob Baumhower, Cornelius Bennett, and Gene Stallings show how the Coach forever changed them as young men and ball players on the field and later in life after football. Marty was also featured in Legends of Alabama Football by Richard Scott in 2004.

Marty is currently Color Analyst and Outback Bowl for the New York Jets, ESPN 1050 Game Day.

## JEFFREY A. LONG

### REGIONAL VICE PRESIDENT OF CONSTRUCTION



#### EDUCATION:

- Long Island University, C.W. Post Campus, Brookville, NY
- Farmingdale College, Farmingdale, NY
- Arborist and Soil Science

#### PROFESSIONAL PROFILE:

- Seton Hall University, East Orange, NJ
- Montclair University Sprague Field, Montclair, NJ
- Rider University, Lawrenceville, NJ
- East Camden Regional High School, Camden, NJ
- Bende Park, Medford, NJ
- John St. Park, Carteret, NJ
- Hunterdon Central High School, Hunterdon, NJ
- Washington Township, Somerset, NJ
- East County Reserve, Somerset, NJ
- West Side Park, Newark, NJ
- FieldTurf Ranney School, Tinton Falls, NJ
- Hazlet Township, Raritan High School, Raritan, NJ
- Neptune Reynolds Field, Neptune, NJ
- Audubon Green Wave Park, Audubon, NJ
- Mount Saint Mary's, Watchung, NJ
- Depkin Field, Hasbrouck Heights, NJ
- Stevens Technical Institute, Hoboken, NJ
- Woodbridge High School, Woodbridge, NJ
- Harvest Woods Park, Brunswick, NJ
- Perth Amboy High School, Perth Amboy, NJ
- St. John Vianney High School, Holmdel, NJ
- Hunterdon Golf Course, Flemington, NJ
- Rotella Golf Course, Haverstraw, NJ
- Rooklight Golf Course, Rockleigh, NJ
- Overpeck Golf Course, Teaneck, NJ

#### EXPERIENCE

Jeff joined the LandTek Group, Inc as a project manager in 1988 and currently has over 24 years' experience. He has been exposed to all aspects of field construction and has earned a high standard reputation in the industry and become well diversified as a project manager in landscape, golf and athletic field construction.

Jeff is the primary liaison between The LandTek Group and owners, architects and engineers on each project and is responsible for all construction projects awarded in New Jersey and Pennsylvania. His main duties include overseeing project supervisors, maintaining quality control, operating the day to day activities of multiple projects and handling all aspects of business development. Jeff's specific expertise is in golf course and athletic field construction and renovation.

Jeff has overseen over 80 projects and was responsible for managing over 100 projects including the field construction for Seton Hall University, Rider University and Montclair State University.

## ANTHONY T. GUSMANO

### SENIOR PROJECT MANAGER SYNTHETIC DIVISION



#### PROFESSIONAL PROFILE:

- Jets/Giants Stadium, East Rutherford, NJ
- New York Jets Training Facility, Hofstra University
- Rutgers University, Newark, NJ
- New York Mets CitiField, Flushing Meadows, NY
- Stony Brook University, Stony Brook, NY
- Fordham University, Bronx, NY
- JFK Airport, Queens, NY
- LaGuardia Airport, Queens, NY
- Dowling College Brookhaven Campus, Shirley, NY
- Columbia University, New York City, NY
- St. John's University, Queens, NY
- Chaminade High School, Mineola, NY
- Don Bosco Prep High School, Ramsey, NJ
- College of Staten Island, Staten Island, NY
- Manhattanville College, Purchase, NY
- Long Island University, C.W. Post Campus, Westbury, NY
- Wagner College, Staten Island, NY
- Aviator Sports Complex, Brooklyn, NY
- US Merchant Marine Academy, Kings Point, NY
- East Stroudsburg University, East Stroudsburg, PA

#### EXPERIENCE:

Anthony Gusmano, a highly motivated and skilled professional in project management and synthetic turf, has extensive leadership experience. An accomplished Project Manager, his capabilities have helped generate significant enhancements to the Synthetic Turf Division at The LandTek Group, Inc.

Since he started at LandTek in 2002, Anthony has supervised the installation of over 400 projects and his success is based on his natural ability to lead. In his role, Anthony's main duties include estimating projects, maintaining quality control; operate the day to day activities of multiple projects and schedule manpower of over 35 employees. As a key member of The LandTek team, he also assists in developing a safe work place. He is known for his strong work ethic and motivational skills.



**PROJECT MANAGER****PROFESSIONAL PROFILE:**

- Stony Brook University, Stony Brook, NY – South-P Lot
- Fordham University, Bronx, NY – Murphy Field
- Manhasset Valley Park, Manhasset, NY
- Connetquot High School, Bohemia, NY – Multi Purpose Field
- Citi Field, Flushing, NY
- New York Red Bulls, Harrison, NJ
- SUNY Farmingdale, Farmingdale, NY
- Stony Brook University, Joe Nathan Stadium, Stony Brook, NY
- Lakeland High School, Westchester County
- Ann Dorner Middle School in Westchester County
- City of Garfield Park, Garfield, NJ
- Walter Panas High School, Westchester County
- Various Projects for Brookhaven Township, Suffolk County, NY
- Plainedge Athletic Complex, Plainedge, NY
- Robbins Lane Community Park, Syosset, NY
- Cold Spring Harbor High School, Cold Spring Harbor, NY
- New Dorp High School, Staten Island, NY
- Parks in New York City, NY
- Freeport High School, Freeport, NY
- Town of Hempstead, NY
- Seaford High School, Seaford, NY
- Fordham University, Bronx, NY

**EXPERIENCE:**

Steven joined The LandTek Group in February 2002. He started his career at LandTek as a Project Superintendent of Field Construction and was responsible for the construction of various fields in school districts, NYC parks, universities and professional fields in the metropolitan area. As construction superintendent some of Stevens many responsibilities were project and site layout, laser grading operation, earth moving, site and storm drainage, building and utility construction. City Field, home of the New York Mets, and the New York Red Bulls are just a few of the projects Steven's knowledge and expertise have brought to completion.

Steven was promoted to project manager in 2011, bringing his 15 years of construction experience with him. Steven is responsible for managing the construction projects for Long Island, Connecticut, New York City, and Westchester. This role includes managing the site superintendents, project scheduling, logistics coordination and material purchasing.

Prior to Steven joining The LandTek Group he worked in the construction industry for a site development company. Steve attended college at SUNY Delhi in Delhi, NY.

## PHILIP LAND, ESTIMATOR

### ESTIMATOR



#### EDUCATION:

- Shelton State Community College – Tuscaloosa, AL
- Associate in Science with courses in calculus, modern graphics for engineers (AutoCAD 2007), microcomputer systems (Office 2003) and business communications

#### PROFESSIONAL CERTIFICATION:

- EPA/AHERA Asbestos Supervisor – Certified July 2004
- Associated General Contractors of America Birmingham, AL Office - Competent Person Training Course to meet OSHA's Excavation Standards, Soil Identification, Soil Analysis, Hazard Identification, Protective Systems and Trench Shoring, Oct 2003
- Trench Shoring Services Birmingham, AL Office - Competent Person Training Course to meet OSHA's Excavation Standards, Soil Identification, Soil Analysis, Hazard Identification, Protective Systems and Trench Shoring, Sept 2003

#### SOFTWARE:

- InSite
- AutoCAD
- B2W
- Carlson

#### EXPERIENCE:

Philip joined The LandTek Group in 2007 and brought with him over 12 years of experience in site development and athletic field construction. As LandTek's estimator, Philip is responsible for overseeing pricing and bidding aspects of construction projects, and often works directly with owners, architects, and engineers to value engineer projects. Philip also does design work on various projects.

As Estimator, Philip ensures that LandTek maintains the work volume to remain a leader in the sports field industry, and continues to diversify into other areas of construction as well. Some of Philip's project highlights include design work for Columbia University's softball & field hockey fields at Baker Field Sports Complex, Joe Nathan Field at Stony Brook University, and ongoing projects with the New York Red Bulls.

Before joining LandTek, Philip worked for H & W Construction in Northport, Alabama as project supervisor, and then project manager. Prior to that, Philip worked for the Earthwork Construction Company in Neosho, Missouri. Philip received an A.S. from Shelton State Community College in 2007.

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

Name of Firm: The LandTek Group, Inc.  
Address: 235 County Line Road  
City and State: Amityville, New York Zip Code: 11701  
2. Firm's Vendor Identification Number: #11- 2945683

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

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Michael Ryan/President [REDACTED]

Edward Ryan/Vice President/Treasurer/Secretary [REDACTED]

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

Michael Ryan/President -80% [REDACTED]

Edward Ryan Family Trust I - 10% - 235 County Line Road, Amityville, New York 11701

Edward Ryan Family Trust II - 10% - 235 County Line Road, Amityville, New York 11701

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

NONE

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 03/06/2015

Signed: [Signature] Michael Ryan/President

Print Name: Michael Ryan

Title: President

COUNTY OF NASSAU

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

1. Name of the Entity: The LandTek Group, Inc.

Address: 235 County Line Road

City, State and Zip Code: Amityville, NY 11701

2. Entity's Vendor Identification Number: 11-2945683

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co X 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):

Michael Ryan, President

235 County Line Road

Amityville, NY 11701

Edward Ryan, Vice President, Secretary, Treasurer

235 County Line Road

Amityville, NY 11701

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.

Michael Ryan, President

235 County Line Road

Amityville, NY 11701

Edward Ryan Family Trust I

40 Bay Avenue  
Amityville, NY 11701

Edward Ryan Family Trust II

40 Bay Avenue  
Amityville, NY 11701

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.

IsIp Yard, LLC

235 County Line Road  
Amityville, NY 11701

Michael Ryan, Member  
Real Estate

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

Page 3 of 4

(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: March 31, 2016

Signed

Print Name: Michael Ryan

Title: President

Page 4 of 4

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.

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

1. Name of the Entity: Islip Yards, LLC

Address: 235 County Line Road

City, State and Zip Code: Amityville, NY 11701

2. Entity's Vendor Identification Number: 46-1315711

3. Type of Business: Public Corp Partnership Joint Venture

X 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):

Michael Ryan, Member

235 County Line Road

Amityville, NY 11701

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.

Michael Ryan, Member

235 County Line Road

Amityville, NY 11701



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

None

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

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

None

Page 3 of 4

(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: March 31, 2016

Signed: 

Print Name: Michael Ryan

Title: Member

Page 4 of 4

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

## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) The LandTek Group, Inc. having its principal office at 235 County Line Road, Amityville, New York, 11701 (the "Firm").

### WITNESSETH:

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

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

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

#### 1. Term.

This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2019 (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 by delivering a notice of extension to the Firm at least one 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.

#### 1. Services.

(a) The services to be provided by the Firm under this Agreement, for Debris Management Services, shall consist of those specific work divisions and deliverables as enumerated in the "Technical Specifications/Scope of Services," attached hereto and hereby made a part hereof as Exhibit "B", and Price Proposal Forms attached hereto and hereby made part hereof as Exhibits A-1, A-3 and A-4.

(b) If the Firm is authorized, in writing, by the Department, to provide extra services, and the requirements for such extra services are not due to the fault or negligence of the Firm, the Firm shall be compensated for the additional costs of the extra services in accordance with the terms and conditions contained herein.

#### 2. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the Price Proposal Forms attached hereto and made part hereof as Exhibits A-1, A-3 and A-4 and attached hereto. Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement shall not exceed Five Million (\$5,000,000) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the

INITIAL HERE

12/7/16

payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

#### 4. Independent Contractor.

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

#### 5. No Arrears or Default.

The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

#### 6. Compliance With Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendix L and EE attached hereto. 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 LL1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

(i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended.

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured,

the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

**(c) The New York State Department of Labor has advised the County that work performed pursuant to this agreement is covered under Article 8, Section 220 of the New York State Labor Law.**

(d) Records Access. The parties acknowledge and agree that all records, information, and data ("information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(e) 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.

#### 7. Minimum Service Standards.

Regardless of whether required by Law:

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

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

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

#### 8. Indemnification; Defense; Cooperation.

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

County.

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

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

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

9. Insurance.

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

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

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

10. Assignment; Amendment; Waiver; Subcontracting.

(a) Generally. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, or (iii) waived, without the prior written consent of the County Executive (the "County Executive") or his or her duly designated deputy, 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.

(b) Subcontracting. Prior to engaging any outside sub-consultants, the Firm shall first obtain the written permission of the Department.

(c) Special Consultants. The Firm shall first obtain the approval of the Department in writing before retaining any Special Consultant for services other than the normal civil, environmental, landscape architecture, structural, mechanical, plumbing, electrical or for any of the services for which the Firm has claimed skill and experience forming the basis of this Agreement. If a Special Consultant is authorized, the Firm shall be reimbursed for the actual cost of the Special Consultant's services.

#### 11. Termination

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

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

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

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

#### 12. Accounting Procedures; Records.

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

#### 13. Limitations on Actions and Special Proceedings against the County.

No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:



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

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

14. Work Performance Liability. The Firm 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 Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

15. 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.

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

17. All Legal Provisions Deemed Included; Severability; Supremacy; 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.

#### 18. 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.

#### 19. Entire Agreement

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

#### 20. Administrative Service Charge

The Firm agrees to pay the County an administrative service charge of Xxxx Hundred and 00/100 dollars (\$XXX.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 Firm upon signing this Agreement.

#### 21. Executory Clause

Notwithstanding any other provision of this Agreement:

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

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

{Remainder of page intentionally left blank}

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

[insert name of Firm]

By: 

Name: Michael Ryan

Title: President

Date: 3/6/15

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive

Date: \_\_\_\_\_

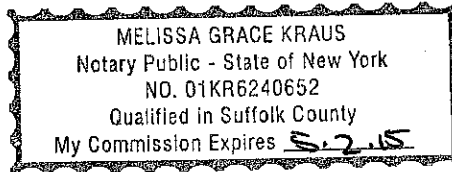
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On this 6<sup>th</sup> day of March in the year 2015 before me personally came Michael Ryan to me known, and known to me to be the person described herein and who executed the above instrument; and he duly acknowledged that he executed the same.



Melissa Grace Kraus  
NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

\_\_\_\_\_  
NOTARY PUBLIC

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading, 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, upgrading, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBES") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBES and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must

submit Documentation.

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services,

supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

demonstrate their Best Efforts regarding their bid documents.

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

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

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



Appendix L

Certificate of Compliance

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

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

The LandTek Group, Inc. (Name)

235 County Line Road, Amityville, NY 11701 (Address)

(631) 691-2381 (Telephone Number)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

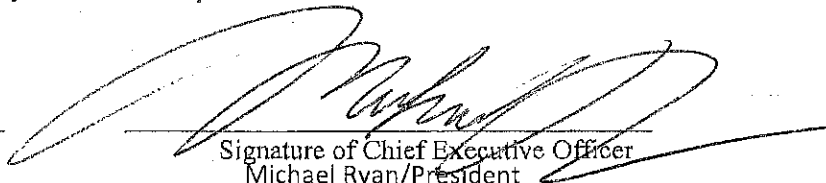
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

03/09/2015

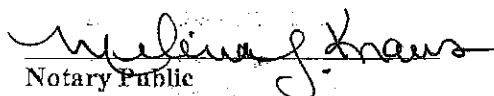
Dated

  
Signature of Chief Executive Officer  
Michael Ryan/President

Michael Ryan/President  
Name of Chief Executive Officer

Sworn to before me this

9th day of \_\_\_\_\_, 2015.

  
Notary Public



## APPENDIX B

### TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

#### 1. INTRODUCTION

Nassau County (County) may experience massive destruction from the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural or manmade disasters or emergencies.

As a full-service community providing for the health and safety of public and private assets, efficient and effective recovery of debris is paramount following a disaster event. Therefore, the County is seeking to establish a pool of highly experienced and highly qualified Disaster and Debris Management Contractors to protect the health, safety, and welfare of our community should disaster strike.

The DMC shall be fully responsible for debris management activities assigned by the county, including compliance with applicable Federal, State and Local regulations and supporting the County in pursuit of maximum financial recovery allowable.

#### 2. PURPOSE

The County is seeking proposals to establish pre-need, pre-event contracts with qualified and experienced emergency and debris management firms, herein after referred to as Contractor or Debris Management Contractor (DMCs), to provide services to the County prior to, or during disaster or emergency events. Contracts are intended to have a three (3) year period with an optional two year extension. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the DMC shall provide priority status to the County and be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the County. DMC may also be called upon throughout the year to render services to assist the County with special needs and events other than full-scale disasters, as determined by the County Executive, or his designee. The County retains the right to obtain similar services from additional contractors.

Debris Collection & Transport includes construction and demolition debris removal; large scale debris removal, field segregation and collection of eligible debris from the public right of way; white goods; electronic wastes; putrescent debris; infectious wastes; chemical, biological, radiological, and nuclear contaminated debris; hazardous tree removal; removal of hazardous limbs; vegetative debris removal, tree trimming; stump grinding and extraction; marine vehicles and vessels salvage operations; waterway debris clearing; removal of soil, mud, and sand from roads and rights-of-way; beach sand screening and replacement; emergency berm construction and transport to Temporary Debris Management Sites (TDMSs); project management assistance; and assistance with Federal and State reporting and reimbursement efforts.

Site Management, Debris Reduction and Disposal includes managing and operating Temporary Debris Management Sites (TDMSs), storage, segregation, reduction, processing and disposal; hazardous waste handling; site restoration; project management assistance; and assistance with Federal and State reporting and reimbursement efforts. Provision of a final disposal site for debris shall be the responsibility of the DMC.

DMC will work under the direction of the County's Debris Removal Manager of the designee of the Commissioner of Public Works. The Commissioner of the Department of Public Works will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the Debris Removal Manager.

### **3. DEFINITIONS**

**Beach Sand** means rock material occurring in the form of loose, rounded or angular grains, varying in size from .06 mm to 2 mm in diameter, the particles being smaller than those of gravel and larger than those of silt or clay.

**Choke Point** means an inspection site where all trucks must pass.

**County** means the Nassau County or the County Administration, for whom work is to be conducted pursuant to this RFP and resulting contract.

**Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.

**Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery.)

**Debris** means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.

**Debris Management Contractor (DMC)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

**Debris Monitor** means the firm retained by the County to monitor the DMC's activities pursuant to its contract with the County and to ensure compliance with FEMA requirements.

**Debris Removal Manager** means the County's representative duly authorized by the County Administration, County Executive, or Commissioner of Public Works Director to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.

**Drop-Off Site** means a site established for residents to drop off debris.

**Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

**Eligible Debris** as determined by FEMA Section #325 Debris Management Guide means debris resulting

from a Presidentially declared disaster whose removal, as determined by the County Executive or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.

**Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

**NYDEC** means the New York Department of Environmental Conservation.

**NYSDOT** means the New York State Department of Transportation.

**FEMA** means the Federal Emergency Management Administration.

**FHWA** means the Federal Highway Administration.

**Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

**Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

**Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

**Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

**Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

**NRCS** means Natural Resources Conservation Service.

**Notice to Proceed** means the written notice given by the County Executive to the DMC of the date and time for work to start.

**Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.

**Proposer** means any person, partnership or corporation submitting a proposal pursuant to this RFP.

**Temporary Debris Management Site (TDMS)** means a location where debris is temporarily collected, stored, reduced, segregated, and/or processed prior to final disposal.

**Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.

**White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

#### **4. GENERAL REQUIREMENTS**

- 4.1. DMC shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by DMC and labor, materials and equipment used by DMC, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidance. Nassau County expects that every attempt will be made to engage Nassau County citizens and businesses, to the degree possible, to complete assigned tasks. DMC shall make a demonstrated good faith effort to meet this expectation.
- 4.2. DMC shall disclose current and future debris management contractual obligations within the Tri-State Area with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of DMC available resources committed to these other accounts. Report will also indicate available resources dedicated to the County. The expectation is that in the event of a disaster, DMC shall provide priority status to the County.
- 4.3. DMC shall not accept, solicit, or contract any local work (within Nassau County not currently under contract) with other governments, private businesses, homeowners, or others while actively performing debris management services for the County during an emergency event, without the express written consent from the County.
- 4.4. DMC's Project Manager or a higher ranking decision-making designee shall be physically present at the County's Emergency Field Operations Command Center within twenty-four (24) hours after the thirty-six (36)-hour hurricane warning is issued. DMC's duties shall include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and supplies; coordinating the opening of TDMSs; construction of observation towers; and assisting in coordinating the action plan to be operational in the first twenty-four (24) hours.
- 4.5. DMC shall commence debris management services within twenty-four (24) hours of issuance of

Notice to Proceed. The County may issue Notice to Proceed twenty-four (24) to seventy-two (72) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations. All equipment is to be checked in with the Debris Removal Manager. All truck capacities shall be measured and all trucks shall be numbered. A truck certification list, including measured capacity, truck number, license plate number, name of owner/subcontractor, photographs shall be provided prior to the beginning of any debris removal operations.

- 4.6. DMC shall provide a Clean as You Go Policy and supervise and enforce such policy during debris management operations.
- 4.7. DMC shall provide the following annual services for the annual payment as bid by DMC and contained herein:
  - DMC shall attend and participate in an annual meeting with the County, which is usually held in May.
  - DMC shall prepare and present a written plan of operations, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors, at an annual meeting with the County.
  - DMC shall annually review and visit, with County staff, the TDMSs to be used during the coming year.
  - DMC shall provide phone consultations and reference information to County staff upon request.
- 4.8. DMC shall provide a safe working environment for its employees and subcontractors. In the event that violations of Federal, State, or Local site safety requirements occur, DMC may be subject to penalty of one thousand five hundred dollars (\$1,500.00) per day until the violation has been adequately addressed.
- 4.9. DMC shall notify the County within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DMC or its subcontractors while conducting work within the scope of this contract. DMC shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.
- 4.10. DMC shall be paid for any special tasks requested by the County and as agreed to by DMC and the County based on the hourly rate schedule contained herein.
- 4.11. As required by FEMA, the County must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor or material supplier to whom the County reasonably objects. DMC shall supply the County, as part of the annual plan of operations, a list of local individuals and firms under contract. The expectation is for all debris management subcontractors to work for the DMC rather than the County. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed. Proof of Insurance for contractor and sub-contractors will need to be provided; Contractors must have all necessary licenses and permits.
- 4.12. In the event of a disaster, Nassau County expects that every attempt will be made to engage Nassau County citizens and businesses, to the degree possible, to complete assigned tasks. DMC shall make a demonstrated good faith effort to meet this expectation. DMC agrees to hire or contract with willing

local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the County the first opportunity when awarding subcontracted work.

## 5. DEBRIS REMOVAL

DMC shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

- 5.1. FEMA Compliance – DMC shall work closely with the County's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos, to include damages to existing roadways, curbing, and/or sidewalk. DMC's failure to obtain FEMA-approved documentation while performing work may result in nonpayment of services to the DMC by the County.
- 5.2. Emergency Road Clearance – Immediately following a disaster, it may be necessary for DMC to cut, toss and/or push debris from primary transportation or emergency access routes as identified and directed by the County. Payment under this item will be on an hourly basis for manpower and equipment as listed on the Price Form in Exhibit A. This hourly work will only be conducted for the first (70) seventy hours only unless otherwise agreed in writing.
- 5.3. Debris Removal from Public Rights-of-Way – As identified and directed by the County, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the County rights-of-way and public property, including parks and preserves. DMC shall provide debris collection in a systematic manner. DMC shall haul all debris to designated TDMSs or other temporary staging areas, disposal sites, or recycling centers, as determined by the Debris Removal Manager. DMC shall segregate all debris to the extent practical. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris, and in accordance with the Debris Removal Manager. Vegetative debris removal within unimproved areas of Preserves will not be removed from the site; Tree/Debris removal in Preserves and Drainage Areas will be done on a T&M basis.
- 5.4. Demolition of Structures, Debris Removal from Private and Publicly Owned Property – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, DMC, as directed by the County, shall demolish structures and remove and relocate the debris to the public rights-of-way. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, photographs, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the County. DMC shall place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. DMC shall obtain three (3) written quotes for such work and select a subcontractor upon approval by the County's Debris Removal Manager.
- 5.5. Stump Removal, Backfill and Haul – As identified and directed by the County, DMC shall remove Hazardous Stumps, haul each stump to a TDMS or other designated site and backfill each stump hole with compatible material as determined by the County and DMC. Each stump shall be inspected by County and DMC inspectors and documented as to the appropriate size and payment



category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a separate cubic yard price based on the Stump Conversion Table in FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility, dated July 2007, or any subsequent edition. All stumps that are in the public rights-of-way but not in the ground shall be picked up, transported to a TDMS or other designated site, and included in the overall cubic yard price for debris removal. DMC shall provide and transmit photographs and GPS coordinates of questionable debris or trees or stumps to the Debris Removal Manager to obtain County or FEMA review and approval. All holes/cavities shall be filled with select fill and top soil.

- 5.6. Leaning Trees and Hanging Limbs – DMC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) only upon prior written consent of the Debris Removal Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of way shall be removed.
- 5.7. Multiple Schedule Pass – DMC shall make as many passes as necessary, unless otherwise directed by the Debris Removal Manager, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. DMC shall not move from one designated work area to another designated work area without approval from the Debris Monitor or Debris Removal Manager.
- 5.8. Removal from Waterways and Drainage Systems – DMC shall remove storm-generated debris from waterways and drainage systems, including drainage canals, retention areas, creeks and ditches.
- 5.9. Security of Debris during Hauling – DMC shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DMC shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with NYSDOT guidelines. As required, DMC will survey the primary routes used by DMC for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.
- 5.10. Damage by DMC – DMC shall restore and/or repair, at DMC's expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DMC's activities. DMC is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of DMC, such property shall be restored by DMC at its expense to a condition similar or equal to that existing before such damage or injury, or DMC shall repair such damage in a manner acceptable to the Debris Removal Manager. DMC shall respond to complaints immediately or within twenty-four (24) hours and repair any damage within the timeframe established by the County. In the event DMC fails to respond in a timely manner, the County may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies shall be deducted from the DMC's invoice. Additionally, DMC's continuous and repetitive incidents of "failure to respond" as contracted may be considered cause to cancel this contract.

- 5.11. Eligibility of Debris – The Debris Removal Manager or Debris Monitor will have load site monitors stationed at designated Choke Points. The Debris Removal Manager or Debris Monitor will also have roving monitors that will observe DMC operations to ensure that only Eligible Debris is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. DMC shall be responsible for any hauling, processing and disposal costs charged to the County by that truck during that day.
- 5.12. Onsite Chipping – In areas not accessible by debris removal equipment and as directed by the Debris Removal Manager, DMC will chip limbs, branches, foliage, etc., onsite using a handfed chipper. DMC will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Debris Removal Manager. **Vegetative material in the Asian Long Horned Beetle Quarantine area must be brought to a site within the quarantine area and double chipped or burned on site.**
- 5.13. Interference with Disaster Recovery Efforts – DMC shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.
- 5.14. Accumulation of Debris – No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Debris Removal Manager. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of way in such a manner as to result in a hazard to the public.
- 5.15. Monitoring of DMC Removal Activities – The Debris Removal Manager and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the TDMSs by the County or Debris Monitor. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

## **6. TEMPORARY DEBRIS STORAGE AND REDUCTION (TDSR) SITES**

- 6.1. The County has designated TDMS locations for use. DMC and the County will annually review these and any alternate sites for debris management to identify the TDMSs for use during each year of this contract. TDMSs shall be for the exclusive use of the County.
- 6.2. DMC shall be prepared to establish additional TDMSs as deemed necessary by the County to ensure an adequate number of TDMSs for the amount and location of debris. DMC will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation. DMC may invoice the County, on the annual billing statement, for any pre-event permit expenses requested by the County.

- 6.3. DMC shall have TDMSs ready to open and receive debris within thirty-six (36) to forty-eight (48) hours of notification by the Debris Removal Manager. TDMSs will be activated on an "as needed" basis. In the event that no County TDMSs are opened, DMC shall transport debris directly to a disposal facility as designated by Nassau County
- 6.4. DMC will thoroughly videotape and/or photograph each TDMS before any activities begin, and will periodically update video and photographic documentation to track site evolution.
- 6.5. DMC shall provide all equipment and personnel to manage, maintain, and operate the TDMSs. The number of active sites will be determined by the Debris Removal Manager and/or Debris Monitor based on the severity of the disaster. The Debris Removal Manager will provide access and authorization to DMC to operate on the designated TDMSs, including all information in the Debris Removal Manager's possession regarding the sites that is necessary for successful operation. Pre-event planning information shall be included in the annual plan of operations.
- 6.6. DMC will provide a site operations plan for review and approval by the Debris Removal Manager prior to beginning work. At a minimum, the plan will address the following:
- Access to the site.
  - Site management, to include point of contact, organizational chart, etc.
  - Traffic control procedures.
  - Site security.
  - Site safety.
  - Site layout/segregation plan.
  - Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.
  - Site Restoration plan
- 6.7. DMC will be responsible for preparing each TDMS to accept debris including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; construction of two (2) roofed inspection towers (one for incoming vehicles and one for outgoing vehicles) of sufficient height and design for a minimum of three (3) inspectors, including window on all four sides; windows must open on sides where trucks will pass; must be built on stable and compacted material; must have stairs with hand rails and a door; must include a table and chairs; any environmental requirements such as wind-born debris control fencing, silt fencing or water retention berms; construction of an area for an office trailer and parking; and any other items necessary for site operations and management. The towers shall be constructed in accordance with FEMA guidelines and shall provide adequate temperature control. DMC will be responsible for providing portable sanitary facilities and sewage treatment; potable water, fuel, and electricity and other utilities at the TDMSs. DMC shall provide utility clearances as appropriate.
- 6.8. DMC shall be responsible for installing site security measures and maintaining security for operations at the site.

- 6.9. DMC shall process Vegetative Debris and Mixed Debris delivered to TDMSs on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with County approval. Processing may include, but is not limited to, reduction by tub grinding, horizontal grinding/shredding, air curtain incineration when approved, or other alternate methods of reduction such as compaction. The Debris Removal Manager will determine the method to be used based on environmental and operational considerations. If incineration is used, the site shall have a fire tender on duty twenty-four (24) hours per day. However, based on past experience, incineration is not a preferred method of debris reduction for the County.
- 6.10. DMC shall chip/grind Vegetative Debris within forty-eight (48) hours of receipt at a TDMS. Chips/mulch should be stored in piles no higher than fifteen (15) feet and meet all local regulations and laws. No more than seven (7) days of chipped debris shall remain on the ground at a TDMS.
- 6.11. DMC shall ensure that every load entering or leaving the TDMSs is inspected by the County's Debris Monitor and that proper documentation is completed, including a load ticket, to verify and document the contents and cubic yards.
- 6.12. DMC shall be responsible for proper handling, storage, and disposal of any Electronic Waste, Putrescent Debris, Infectious Waste, Chemical, Biological, Radiological and Nuclear-Contaminated Debris or Hazardous Waste brought to the TDMSs in accordance with Federal, State, and local laws and regulations. DMC shall provide a suitable area at each TDMS to accommodate all Electronic Waste, Putrescent Debris, Infectious Waste, Chemical, Biological, Radiological and Nuclear-Contaminated Debris, and Hazardous Waste. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.
- 6.13. DMC shall be responsible for transporting and disposing of all materials received and processed at the TDMSs in accordance with all applicable Federal, State and local laws and regulations. DMC shall be responsible for locating disposal sites in the best interest of the County and present such sites to the County for review and approval. DMC shall obtain, on behalf of the County, and shall provide the County with a written contract for each disposal site. The County shall direct waste flow and approve all disposal sites prior to use. DMC shall be responsible for documenting cubic yardage or tonnage and tip fee rates without mark-up for reimbursement. Tipping fees should not be included on the Price Form in Exhibit A.
- 6.14. DMC shall reclaim each TDMS to its pre-use condition within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, removal of any dead trees/shrubs, replanting as necessary, repairing irrigation fences, sidewalk, paths and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local requirements. Restoration of the site may require resurfacing. Area is to be swept with a mechanical sweeper at the end of debris processing operations.

## **7. RESIDENTIAL DROP-OFF SITES**

The County may elect to open a number of Drop-Off Sites to allow County residents to drop off debris. In the event such sites are utilized, DMC shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a TDMS or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.

## **8. ADDITIONAL SERVICES**

DMC may be requested to perform the services detailed below:

- 8.1. Marine Debris Removal – DMC shall clear canals and waterways of debris and fallen trees as identified and directed by the County in writing. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the County's Debris Removal Manager. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- 8.2. Removal of Vehicles and Vessels – DMC, as directed by the County, shall remove vehicles and vessels from land and waterways. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the County's Debris Removal Manager.
- 8.3. Dead Animal Carcasses – DMC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- 8.4. Sand Screening – As directed by the County, DMC shall screen sand to remove debris deposited by an event. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen, and returning clean sand to the beach or designated site. Debris removed from the sand shall be collected, transported and processed at a TDMS. DMC shall obtain all permits and perform work in compliance with applicable Federal, State and local laws and regulations.
- 8.5. White Goods – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.
- 8.6. E-Waste – DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.
- 8.7. Emergency Potable Water – DMC shall provide the County with whole pallets of individually bottled drinking water. The County will instruct DMC as to the number of pallets needed,

location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.

- 8.8. Emergency Ice – DMC shall provide the County with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The County will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary and the delivery vehicle may be required to stay with the ice for several days.
- 8.9. Other Services as Requested – DMC shall also provide other related services as requested by the County, including handling of Infectious Waste, Chemical, Biological, Radiological and Nuclear-Contaminated Debris.

## 9. DOCUMENTATION MANAGEMENT AND SUPPORT

DMC shall provide data management and support to the County during the emergency recovery effort including, but not limited to, the following:

- 9.1. Nassau County intends to utilize an electronic debris management system to track and report debris collection and transport operations. Additionally, Nassau County will use paper debris load tickets as a backup to the electronic tickets. DMC shall be responsible for making the information below available to the Debris Monitor for preparation of electronic tickets and/or paper tickets.
- 9.2. Each load ticket (electronic or paper) shall contain the following information:
- Contractor/Subcontractor name.
  - County Project Name and number.
  - Load ticket number.
  - Date and time of pick up.
  - Date and time of delivery.
  - Pick up location (by street address or block).
  - % total Capacity.
  - Debris classification.
  - Truck/Trailer ID number, license number, and measured capacity.
  - Delivery site.
  - County's designated Load Monitor and Site Monitor printed name and signature.
  - Contractor's designated representative printed name and signature
  - GPS Coordinates and Photograph (for electronic tickets).
- 9.3. Load tickets will be issued by the Debris Monitor or County personnel prior to departure from the loading site or upon arrival at the debris staging area. The Load Monitor/County will keep one (1) copy of the load ticket, the Site Monitor will retain one copy of the ticket, and the vehicle operator will retain the remaining copies for DMC's records. DMC will scan all load tickets and provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Debris Removal Manager.

- 9.4. DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placard shall also include the County seal, the wording "Emergency Debris Contractor" and the DMC's name.
- 9.5. DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
- 9.6. DMC will work closely with the County and applicable Federal, State and local agencies to ensure that the County's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the County all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall provide hard copies and indexed electronic scanned documents with an itemized spreadsheet. DMC shall assist the County in preparing Federal and State reports and applications for reimbursement, including training agency/department employees. DMC shall review all reimbursement applications prepared by the County or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the County or Debris Monitor of any recommended changes, corrections, alterations or deletions. DMC shall assist, as directed by the County, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. **Nassau County shall have representation at any meetings involving federal and/or State Officials.** DMC shall retain all documentation and records for a minimum of six (6) years.
- 9.7. DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.
- 9.8. DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the County as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.
- 10. STAFF AND EQUIPMENT REQUIREMENTS**
- 10.1. DMC shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, NYSDOT, NYSDEC, Nassau County and other applicable Federal, State or local agency regulations and policies is required.
- 10.2. DMC shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, **staging, field offices,** sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing adverse

effects on the community. Employee overnight camping must be approved by the Debris Removal Manager.

- 10.3. DMC shall employ a Project Manager and an Operations Manager, both fluent in English, who shall be accessible and shall have full authority to act on behalf of DMC and to address and resolve issues that may arise during the course of the work. All communications given to the Project Manager or Operations Manager in writing by the Debris Removal Manager shall be as binding as if given to DMC. The County expects the DMC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder. Generally, in preparation of the annual plan of operations, substitution of key employees should commence at the annual meeting in May of each year, with resumes provided to Nassau County.
- 10.4. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone and email. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DMC shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the County.
- 10.5. DMC's Operations Manager shall coordinate daily with the Debris Removal Manager and Debris Monitor, and shall comply with all directions and guidance provided by SEMO/FEMA representatives.
- 10.6. DMC must attend any and all meetings required by the Debris Removal Manager to evaluate the debris removal and disposal operations.
- 10.7. All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.
- 10.8. Prior to start of work, DMC shall submit, electronically and in hardcopy to the County and Debris Monitor, certification indicating the type of vehicle; make; model; license plate number, photographs; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with FEMA requirements. The measured volume shall be calculated from actual physical measurement performed by DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. DMC and Debris Monitor or Debris Removal Manager shall jointly measure the volume of each piece of equipment, including sub-contractors, calculated from actual interior bed measurements.
- 10.9. Per FEMA Recovery Policy RP9523.12, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Debris Removal Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.
- 10.10. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment.



Subject to approval by the County, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

- 10.11. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. DMC must equip each truck with temp GPS device and access given to the county. Excessively sized equipment (100 cubic yards and up) or non-rubber-tired equipment must be approved for use on the road by the Debris Removal Manager or Debris Monitor.
- 10.12. All equipment used in the performance of this contract shall be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.
- 10.13. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. DMC shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will DMC mix debris hauled for others with debris hauled under this contract. DMC and subcontracted employees are strictly prohibited from engaging in scavenging. Trucks used for hauling will be subject to spot checks at the county's discretion as to contents, weight, etc.
- 10.14. DMC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.

## **11. REPORTING**

DMC shall submit periodic, written reports, in a format required by the County, documenting the progress of debris removal and disposal. These reports shall include, but are not limited to, the following:

- 11.1. Daily Reports – DMC shall make daily reports to the County to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; and (4) other operational and complaint tracking information as requested by the County. The format of the reports shall be developed during the pre-event planning and coordination phase.
- 11.2. Weekly Summaries – DMC shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the County, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include DMC or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, TDMS, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc:

- 11.3. Damage Reports - DMC shall notify the Debris Removal Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.
- 11.4. Data Reconciliation - Reconciliation of data will be accomplished weekly between DMC and the Debris Removal Manager or Debris Monitor. All discrepancies will be resolved within five (5) days.
- 11.5. Final Project Closeout - Within thirty (30) days of final inspection and/or closeout of the project by the County, DMC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled; reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the County. DMC shall provide, upon request of the County and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DMC have been fully paid. DMC will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the County. Final project reconciliation must be approved by the County.
- 11.6. Report Maintenance - DMC will be subject to audit by Federal, State and local agencies. DMC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than six (6) years.

## **12. OTHER OPERATIONAL CONSIDERATIONS**

- 12.1. Inspection - All emergency debris shall be subject to inspection by the Debris Monitor, Debris Removal Manager, his designee, or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable Federal, State and local laws and regulations. DMC shall, at all times, provide the Debris Monitor and County access to all work sites, TDMSs and disposal areas.
- 12.2. Working Hours - Unless otherwise approved by the County, all activity associated with gathering, loading and hauling debris shall be performed during visible daylight hours. DMC may work during these hours seven (7) days per week, including holidays. With County approval, debris reduction activities at the TDMSs may take place twenty-four (24) hours per day, seven (7) days per week if DMC deems it necessary and safe. DMC shall mandate employee rest breaks and meal time when hourly rates apply and such time shall be posted on invoice. It is expected that DMC shall work daily until project completion. Holiday leave and TDMS closure may be authorized based on operational needs and with County approval. DMC shall be responsible to coordinate with the Debris Removal Manager in the event weather conditions delay or modify the daily schedule.
- 12.3. Traffic Control - DMC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DMC is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMSs. DMC shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas in accordance with the Manual of Uniform Traffic Control Devices.

### 13. TECHNICAL ASSISTANCE

DMC may be requested by the County to provide technical expertise and guidance to support the County during the emergency recovery effort including, but not limited to, the following:

- Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate TDMSs and other resources.
- Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.
- Providing training sessions for key County personnel or designated representatives.
- Assisting with developing, producing or distributing public information.

Appendix L

Certificate of Compliance

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

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

The LandTek Group, Inc. (Name)

235 County Line Road, Amityville, New York 11701 (Address)

(631) 691-2381 (Telephone Number)

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

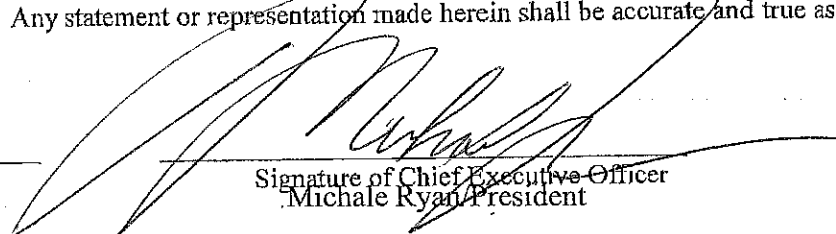
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action        has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_

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

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

03/09/2015  
Dated

  
Signature of Chief Executive Officer  
Michael Ryan/President

Michael Ryan/President  
Name of Chief Executive Officer

Sworn to before me this

9th day of March, 2015.

  
Notary Public



**EXHIBIT A-1 (Addendum No. 5)**  
**PRICE PROPOSAL FORM**  
**NASSAU COUNTY RFP FOR DEBRIS MANAGEMENT**

Proposer shall provide all-inclusive unit prices that include supplying all materials, equipment, tools, and labor necessary to perform the duties described in the Item Number. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control shall be included in the prices. Disposal costs must be documented and will be pass-through costs to the County without markup by the Contractor. Prices must be provided for all categories below or Proposer's response may be deemed non-responsive.

Item No.	Description	Unit of Measure	Unit Price
1	Vegetative Debris Removal - Vegetative Debris removal from public rights-of-way and hauling to TDMS or other designated location (Notes 1, 2)	CY	\$ 63.00
2	Mixed Debris Removal - Mixed Debris removal from designated work zone and hauling to TDMS or other designated location (Notes 1, 2)	CY	\$ 55.00
3	Debris Removal from Drop-Off Sites - Debris removal from Drop-Off Sites and hauling to TDMS or other designated location (Notes 1, 2)	CY	\$ 26.00
4	Vegetative Debris Grinding - Reduction of Vegetative Debris via grinding at TDMS or other designated location	CY	\$ 19.50
5	Mixed Debris Processing - Separation of Mixed Debris into Construction and Demolition Debris or Vegetative Debris at TDMS or other designated location	CY	\$ 22.50
6	Haul-out of Reduced Vegetative Debris - Hauling reduced Vegetative Debris from TDMS or other designated location to final disposal site (Notes 3 and 4)		
6A	Up to 20 miles one way	CY	\$ 22.50
6B	Up to 40 miles one way	CY	\$ 28.50
6C	Up to 60 miles one way	CY	\$ 31.50
7	Haul-out of Separated C&D Debris - Hauling Construction & Demolition Debris from TDMS or other designated location to final disposal site (Notes 3 and 4)	CY	\$ 38.20
8	White Goods Collection and Disposal		
8A	Collection and Transport of White Goods Hauling of White Goods to TDMS or other designated location. (Note 4)	EA	\$75.00
8B	Haul-out of White Goods (including Freon Removal) - Removal of Freon from white goods; hauling of White Goods from TDMS to recycler (Note 4)	EA	\$85.00
9	E-Waste Collection and Disposal		
9A	Collection and Transport of E-Waste - Hauling of E-Waste such as televisions, computers, computer monitors, microwaves, and other items specified by the County in writing to TDMS or other designated location. (Note 4)	EA	\$25.00
9B	Haul-out of E-Waste - Recovery and recycling of eligible E-Waste, such as televisions, computers, computer monitors, microwaves, and other items specified by the County in writing. (Note 4)	EA	\$10.00

**EXHIBIT A-1 (Addendum No. 5)**  
**PRICE PROPOSAL FORM**  
**NASSAU COUNTY RFP FOR DEBRIS MANAGEMENT**

<b>10</b>	<b>Hazardous Stump Removal - Removal of Hazardous Stumps in rights-of-way and hauling to TDMS or other designated location and backfilling (Note 5)</b>				
10A		Diameter of Stump 25 - 36 inches (2 feet from ground)		CY	\$310.00
10B		Diameter of Stump 37 - 48 inches (2 feet from ground)		CY	\$360.00
10C		Diameter of Stump >48 inches (2 feet from ground)		CY	\$400.00
10D		Backfill Delivered and Placed		CY	\$40.00

**EXHIBIT A-1 (Addendum No. 5)**  
**PRICE PROPOSAL FORM**  
**NASSAU COUNTY RFP FOR DEBRIS MANAGEMENT**

<b>11</b>	<b>Partially Uprooted Leaner - Price includes excavating root ball and placing it in the right-of-way and backfilling</b>						
11A		Diameter of Tree <25 inches (2 feet from ground)				Tree	\$1,500.00
11B		Diameter of Tree 25 - 36 inches (2 feet from ground)				Tree	\$2,600.00
11C		Diameter of Tree >36 inches (2 feet from ground)				Tree	\$4,100.00
11D		Backfill Delivered and Placed				CY	\$40.00
<b>12</b>	<b>Split Leaner (no exposed root ball) - Price includes flush cutting the tree trunk</b>						
12A		Diameter of Tree <25 inches (2 feet from ground)				Tree	\$400.00
12B		Diameter of Tree 25 - 36 inches (2 feet from ground)				Tree	\$670.00
12C		Diameter of Tree >36 inches (2 feet from ground)				Tree	\$1,300.00
<b>13</b>	<b>Removal of Dangerous Hanging Limbs (2" or more in diameter) - Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal.</b>						
13A		1 - 5 limbs				Tree	\$200.00
13B		6 - 10 limbs				Tree	\$250.00
13C		All limbs from tree				Tree	\$400.00
14	Management and Haul-out of Household Hazardous Waste - Proper management, storage and disposal of Household Hazardous Wastes					LB	\$20.00
15	Dead Animal Removal - Dead animal collection, transport and disposal					LB	\$28.00
16	Sand Screening - Debris-laden sand removed, collected, hauled to a designated site, screened, and returned to the beach or other designated location. Debris to be hauled to a TDMS or other designated location					CY	\$9.00
17	Provide Ice - To be delivered in trailer load quantities					LB	\$0.20
18	Provide Bottled Water - To be delivered in trailer load quantities of 16 ounce bottles on pallets					Case (24)	\$8.00
19	Cost of Payment and Performance Bonds					LS	\$193,000.00

**Notes:**

- 1 These prices assume the distance between the pickup location and TDMS or other designated location is 20 miles or less.
- 2 Invoices to be paid based on incoming load tickets.
- 3 Invoices to be paid based on outgoing load tickets.
- 4 Contractor will pay disposal fee, if applicable, at final disposal site(s) and bill the County at cost. Contractor will likewise reimburse County for any revenue received for salvaged or recycled materials.
- 5 Only for stumps requiring extraction from rights-of-way, including backfill, etc. To be priced using Stump Conversion Table and Hazardous Stump Worksheet in FEMA Recovery Policy (RP) 9523.11 dated May 15, 2007, or any subsequent edition



**EXHIBIT A-3 (Addendum No. 5)**  
**PRICE PROPOSAL FORM**  
**NASSAU COUNTY RFP FOR DEBRIS MANAGEMENT**

Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. Proposer shall invoice the County using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency.

Item	Labor Category	Hourly Labor Rate
1	Operator	\$ 140.00
2	Operator (Overtime)	\$ 220.00
3	Driver (CDL)	\$ 98.00
4	Driver (CDL) (Overtime)	\$ 160.00
5	Driver (Non-CDL)	\$ 85.00
6	Driver (Non-CDL) (Overtime)	\$ 130.00
7	Laborer	\$ 98.00
8	Laborer (Overtime)	\$ 180.00
9	Carpenter	\$ 108.00
10	Carpenter (Overtime)	\$ 150.00
11	Ironworker	\$ 105.00
12	Ironworker (Overtime)	\$ 140.00
13	Flagman	\$ 105.00
14	Flagman (Overtime)	\$ 150.00
15	Superintendent	\$ 135.00

Use additional sheets if necessary.

**EXHIBIT A-3 (Addendum No. 5)**  
**PRICE PROPOSAL FORM**  
**NASSAU COUNTY RFP FOR DEBRIS MANAGEMENT**

Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. Proposer shall invoice the County using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency.

Item	Labor Category	Hourly Labor Rate
1	Superintendent (Overtime)	\$ 225.00
2	Foreman	\$ 125.00
3	Foreman (Overtime)	\$ 170.00
4	Mechanic	\$ 90.00
5	Mechanics (Overtime)	\$ 130.00
6	Security Guard	\$ 92.00
7	Project Manager	\$ 160.00
8	Administrative Assistant	\$ 65.00
9	Executive	\$ 200.00
10	Safety Superintendent/Coordinator	\$ 120.00
11	Field Operation Manager	\$ 140.00
12	Field Operation Manager (Overtime)	\$ 220.00
13	TDMS Project Manager	\$ 120.00
14	TDMS Project Manager (Overtime)	\$ 180.00
15		\$

Use additional sheets if necessary.

**EXHIBIT A-4 (Addendum No. 5)**  
**PRICE PROPOSAL FORM**  
**NASSAU COUNTY RFP FOR DEBRIS MANAGEMENT**

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. Proposer shall invoice the County using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency.

Item	Equipment Type	Hourly Equipment Rate
1	Support Truck	\$ 200.00
2	Self Loading Knuckle Boom Truck	\$ 295.00
3	Bucket Truck	\$ 275.00
4	Pick-Up Truck	\$ 118.00
5	Vactor Truck	\$ 575.00
6	Utility Vehicle (Gator)	\$ 110.00
7	Off-Road Roller	\$ 168.00
8	Forklift	\$ 165.00
9	Off-Road Forklift (Lull)	\$ 175.00
10	Tub Grinder	\$ 820.00
11	Concrete Crusher	\$ 725.00
12	Soil Screen	\$ 600.00
13	Air Compressor Tow Behind	\$ 160.00
14	35 KW Diesel Generator	\$ 185.00
15	45 KW Diesel Generator	\$ 205.00

Use additional sheets if necessary.

**EXHIBIT A-4 (Addendum No. 5)**  
**PRICE PROPOSAL FORM**  
**NASSAU COUNTY RFP FOR DEBRIS MANAGEMENT**

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. Proposer shall invoice the County using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency.

Item	Equipment Type	Hourly Equipment Rate
1	Backhoe 4-In-1 Bucket with Thumb	\$ 190.00
2	Skid Steer	\$ 176.00
3	Excavator 30,000 Lbs. and Above	\$ 255.00
4	Mini Excavator with Rubber Tracks	\$ 170.00
5	Excavator with Thumb	\$ 255.00
6	Excavator - Wheeled	\$ 255.00
7	Dozer (Komatsu 51 or Equal)	\$ 238.00
8	Dozer (Komatus 39 or Equal)	\$ 206.00
9	Payloader 4-6 Cubic Yard	\$ 244.00
10	Payloader 2-3 Cubic Yard	\$ 200.00
11	Trackloader	\$ 230.00
12	Water Truck	\$ 180.00
13	Triaxle/Flatbed	\$ 160.00
14	Dump Trailers	\$ 300.00
15	100 Cubic Yard Pump Trailer	\$ 375.00

Use additional sheets if necessary.

**EXHIBIT A-4 (Addendum No. 5)**  
**PRICE PROPOSAL FORM**  
**NASSAU COUNTY RFP FOR DEBRIS MANAGEMENT**

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. Proposer shall invoice the County using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency.

Item	Equipment Type	Hourly Equipment Rate
1	3-5 KW Gas Generator	\$ 210.00
2	3" Water Pump	\$ 150.00
3	2" Water Pump	\$ 140.00
4	Tractor with Grading Box	\$ 200.00
5	Diesel Fuel - Gallon	\$ 5.50/Gallon
6	Gasoline - Gallon	\$ 4.50/Gallon
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
15		\$

Use additional sheets if necessary.

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

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

**FROM:** Department of Public Works

**DATE:** September 16, 2013

**SUBJECT:** APPROVAL OF CONTRACTS  
DEBRIS MANAGEMENT SERVICES

Nassau County may experience massive destruction from the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural or manmade disasters or emergencies. As a full-service community providing for the health and safety of public and private assets, efficient and effective recovery of debris is paramount following a disaster event. Therefore, the County is seeking to establish a pool of highly experienced and highly qualified Disaster and Debris Management Contractors (DMCs) to protect the health, safety, and welfare of our community should disaster strike. The DMCs will be called upon to provide Tree Removal, Debris Collection & Transport as well as Site Management, Debris Reduction & Disposal throughout Nassau County as needed.

The Department crafted a Request for Proposal (RFP) for full service Disaster and Debris Management services aimed at pre-qualifying those firms who can provide the expertise and staffing when called upon prior to and during a disaster related event. The RFP was advertised on the County's website as well as in Newsday. Ten (10) proposals were received on May 21, 2013, and were reviewed by a Technical Review Committee (TRC) consisting of professional staff from the Department of Public Works who have significant experience in dealing with disaster emergencies consisting of: Richard P. Millet, Deputy Commissioner of Public Works; Brian J. Schneider, Assistant to Deputy Commissioner; Richard Iadevaio, Superintendent of Highway and Drainage Construction; Michael Fasano, Superintendent of Highway maintenance; Raymond Iovino, Director, Bureau of Equipment Inventory and Timothy Kelly, Hydrogeologist III.

The results of the technical evaluation are as follows:

FIRM	TECHNICAL RANK	TECHNICAL SCORE
LOOKS GREAT SERVICES	1	90.3
LANDTEK	2	77.1
LASER INDUSTRIES	3	75.8
DOM'S TREE SERVICE	4	73.5
TULLY ENVIRONMENTAL	5	71.0
CROWDER GULF	6	70.8
PHILLIPS JORDAN	7	66.3
CERES ENVIRONMENTAL	8	54.1
TAG GRINDING	9	52.3
DRC EMERGENCY SERVICES	10	48.1

Based on the proposals received, the TRC has determined that the firms ranked 1-7 provide the necessary and sufficient expertise, equipment and staffing in strict adherence to Federal Emergency Management Administration (FEMA) guidelines and regulations to service the residents of the County should a disaster strike.



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

September 16, 2013.


Page Two

**SUBJECT: APPROVAL OF CONTRACTS**

## DEBRIS MANAGEMENT SERVICES

With your consent, the Department will commence with preparing agreement packages with the first seven (7) ranked firms noted in the table above.

The terms for each contract will be for three (3) years from the date of execution.

  
Shila Shah-Gavnoudias  
Commissioner

SSG:KGA:RPM:las

cc: Richard F. Millet, Deputy Commissioner  
Rakhal Maitra, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Brian J. Schneider, Assistant to Deputy Commissioner  
Loretta V. Dionisio, Hydrogeologist II

APPROVED:

DISAPPROVED:

Richard R. Walker  
Chief Deputy County Executive

Richard R. Walker  
Chief Deputy County Executive

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

**TO:** Civil Service Employees Association, Nassau Local 830 (fax 742-3801)  
Att: Ronald Gurrieri, Executive Vice President

**FROM:** Department of Public Works (fax 571-9657)

**DATE:** August 19, 2013

**SUBJECT:** CSEA Notification of a Personal Services Agreements  
DPW Contract No. - **TBD**

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

1. DPW plans to recommend Personal Services Agreements with the following firms; Crowder Gulf, Inc; Dom's Tree Service, Laser Industries, The Landtek Group, Inc., Looks Great Services, Tully Environmental Inc., Phillips and Jordan, Inc. for the following services:

Full service Disaster and Debris Management Services to be employed as a result of natural and man-made disasters.

2. The work involves the following:

- Debris Collection & Transport;
- Site Management, Debris Reduction and Disposal includes managing and operating Temporary Debris Management Sites (TDMSS), storage, segregation, reduction, processing and disposal; hazardous waste handling; site restoration;
- Project management assistance; and assistance with Federal and State reporting and reimbursement efforts.

3. An estimate of the cost is: TBD
4. An estimate of the duration is: Date of Execution to December 31, 2018

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:BJS:jm

c: Daniel Schor, Director, Office of Labor Relations  
William S. Nimmo, Deputy Commissioner  
Loretta V. Dionisio, Hydrogeologist II

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





EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

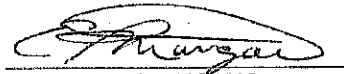
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

*May 15, 2015*



EDWARD P. MANGANO  
NASSAU COUNTY ATTORNEY

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

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

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

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

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

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

Michael Ryan/President

10/01/2015

Name and Title of Authorized Representative

m/d/yy

Signature

Michael Ryan/President

10/01/2015

Date

The LandTek Group, Inc,

Name of Organization

235 County Line Road, Amityville New York 11701

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.