



CLPW16000033

E-245-16

## Contract Details

SERVICES: Design Agreement

CFPW08000038  
NIFS ID #:

NIFS Entry Date: 10/7/16 Term: Execution to Completion

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

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

## Agency Information

Vendor	
Name Lockwood, Kessler & Bartlett, Inc.	Vendor ID# [REDACTED]
Address One Aerial Way Syosset, NY 11791	Contact Person Bart Marino, P.E.  Phone 516-938-0600

County Department
Department Contact Department of Public Works Donna Boyle
Address 1194 Prospect Avenue Westbury, NY 11590
Phone (516) 571-6817

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	10/7/16	[Signature]
	OMB	NIFS Approval	<input checked="" type="checkbox"/>	10/7/16	[Signature]
10/8/16	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/>	10/8/16	[Signature]
10/8/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	10/8/16	[Signature]
	Leg. Affairs	Fw'd Original K to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	County Comptroller	NIFS Approval	<input type="checkbox"/>		
10/16/16	County Executive	Approved with Clerk of the Leg.	<input type="checkbox"/>	10/15/16	[Signature]



## Contract Summary

<b>Description:</b> Agreement Number H6179AE, Amendment Number 2
<b>Purpose:</b> Adjustment of a professional engineering services agreement to provide engineering design services during the last phase of construction that improves the existing seawall along West Shore Road in Mill Neck.
<b>Method of Procurement:</b> This adjustment will permit the selected firm to complete the final phase of this project. The original agreement was procured utilizing standard Nassau County procedures for retaining professional engineering services.
<b>Procurement History:</b> Standard Nassau County Agreement format utilized.
<b>Description of General Provisions:</b> Firm to provide engineering support during construction of the final phase of this critical project.
<b>Impact on Funding / Price Analysis:</b> Funding of \$200,000.00 is included in the Capital Plan under project 6179A, for which funds are available.
<b>Change in Contract from Prior Procurement:</b> Extension of term and maximum amount
<b>Recommendation:</b> Approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	79A
Object:	
Transaction:	CF

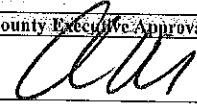
RENEWAL	
% Increase	
% Decrease	

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	PWCAPCAP6179A	\$200,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$200,000.00</b>

Document Prepared By: Donna Boyle

Date: 9-September-16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 10/25/16
Date	Date	(For Office Use Only)
		E #:



# Nassau County Interim Finance Authority

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

1. Vendor: Lockwood, Kessler & Bartlett Inc.

2. Dollar amount requiring NIFA approval: \$ 200,000.00

Amount to be encumbered: \$ 200,000.00

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: additional 18 months

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

If yes, please explain: This is an amendment to agreement H6179AE

### 4. Funding Source:

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

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

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

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

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

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

The last phase of construction is scheduled to be completed in the Spring of 2018. This amendment will extend the design agreement to coincide with the end of construction. It is recommended the county modify the existing agreement by executing this amendment.

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

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

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

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

Exceeds \$50K.

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosanne Delle 10/12/16  
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.**

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: Lockwood, Kessler & Bartlett, Inc.

CONTRACTOR ADDRESS: One Aerial Way, Syosset, NY, 11791

FEDERAL TAX ID #: 11-1015370

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_. \_\_\_\_\_ proposals were received and evaluated. The evaluation committee consisted of the following members of the department of Public Works: \_\_\_\_\_. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on February 20, 2009. 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 6 firms that were recognized as having the necessary qualifications to perform the work were invited to propose. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

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

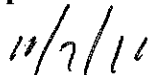
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

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

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

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

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

  
\_\_\_\_\_  
Date

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

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

## **Exhibit A**





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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

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

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

Vendor: Lockwood, Kessler & Bartlett, Inc.

Dated: September 8, 2016

Signed:

Print Name: Andre Haddad, PE

Title: President/CEO

## **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

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

None

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

None

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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

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

None

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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

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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: September 8, 2016

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Signed:

Print Name:

Title:

  
Andre Haddad, PE  
President/CEO

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

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

## APPENDIX J

### **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 Andre Haddad, PE  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address One Aerial Way  
City/state/zip Syosset, NY 11791  
Telephone 516-938-0600  
Other present address(es) N/A  
City/state/zip N/A  
Telephone N/A

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)  
President 10 / 1 / 1997 Treasurer     /    /      
Chairman of Board 1 / 17 / 1999 Shareholder     /    /      
Chief Exec. Officer 1 / 17 / 1999 Secretary     /    /      
Chief Financial Officer     /    /     Partner     /    /      
Vice President 10 / 1 / 1994     /    /      
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. 31% ownership of LKB Group, LLC, the parent holding company.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO     ; If Yes, provide details. (See attached chart.)

## APPENDIX J

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.



## APPENDIX J

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

**CERTIFICATION**

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

I, Andre Haddad, PE, 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 8th day of September 2016

Sharon Frisina  
Notary Public

SHARON FRISINA  
Notary Public, State of New York  
No. 01FR600961  
Qualified in Suffolk County  
Commission Expires Dec. 29, 2017

Lockwood, Kessler & Bartlett, Inc.  
Name of submitting business

Andre Haddad, PE  
Print name

Andre Haddad  
Signature

President / CEO  
Title

9 / 8 / 2016  
Date

LKB Group, LLC 11-3467828		
Principal Owner	Title	Share
Andre Haddad	Chairman of the Board of Managers	31%
Steven Hanuszek	Manager	33%
Marian Wypyski	Manager	24%
Ray Wegener	Member	12%

One Aerial Way Realty, LLC 11-3467829		
Principal Owner	Share	
LKB Group, LLC	100%	

Lockwood Enterprises of New York, Inc. 11-3467879		
Principal Owner	Share	
LKB Group, LLC	100%	
Officers		
	Title	
Andre Haddad	President & CEO	
Steven Hanuszek	Executive Vice President	
Marian Wypyski	Director	

Lockwood, Kessler & Bartlett, Inc. 11-1015370		
Principal Owner	Share	
Lockwood Enterprises of New York, Inc.	100%	
Officers		
	Title	
Andre Haddad	President, CEO & Director	
Steven Hanuszek	EVP, Secretary & Director	
Marian Wypyski	Director	

Alemco Development Corporation 13-2571497		
Principal Owner	Share	
Lockwood, Kessler & Bartlett, Inc.	100%	
Officers		
	Title	
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

LKB Environmental Services, Inc. 16-0867122		
Principal Owner	Share	
Lockwood, Kessler & Bartlett, Inc.	100%	
Officers		
	Title	
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

LKB Mapping, Inc. 54-0841793		
Principal Owner	Share	
Lockwood, Kessler & Bartlett, Inc.	100%	
Officers		
	Title	
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Steven Hanuszek  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address One Aerial Way  
City/state/zip Syosset, NY 11791  
Telephone 516-938-0600  
Other present address(es) N/A  
City/state/zip N/A  
Telephone N/A

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)  
President     /    /     Treasurer     /    /      
Chairman of Board     /    /     Shareholder     /    /      
Chief Exec. Officer     /    /     Secretary     /    /      
Chief Financial Officer     /    /     Partner     /    /      
Vice President 10/    /1988 Executive V.P. 1/17/1999  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. 33% ownership of LKB Group, LLC, the parent holding company.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO     ; If Yes, provide details. (See attached chart.)

## APPENDIX J

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.

## APPENDIX J

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

**CERTIFICATION**

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I, Steven Hanuszek, PE, 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 8<sup>th</sup> day of September 2016

Sharon Frisina  
Notary Public

SHARON FRISINA  
Notary Public, State of New York  
No. 01FR6000961  
Qualified in Suffolk County  
Commission Expires Dec. 29, 2017

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Steven Hanuszek, PE

Print name

Steven Hanuszek  
Signature

Executive Vice President

Title

9      8      2016 \_\_\_\_ /  
\_\_\_\_ / \_\_\_\_  
Date

LKB Group, LLC 11-3467828		
Principal Owner	Title	Share
Andre Haddad	Chairman of the Board of Managers	31%
Steven Hanuszek	Manager	33%
Marian Wypyski	Manager	24%
Ray Wegener	Member	12%

One Aerial Way Realty, LLC 11-3467829		
Principal Owner	Share	
LKB Group, LLC	100%	

Lockwood Enterprises of New York, Inc. 11-3467879		
Principal Owner	Share	
LKB Group, LLC	100%	
Officers		
	Title	
Andre Haddad	President & CEO	
Steven Hanuszek	Executive Vice President	
Marian Wypyski	Director	

Lockwood, Kessler & Bartlett, Inc. 11-1015370		
Principal Owner	Share	
Lockwood Enterprises of New York, Inc	100%	
Officers		
	Title	
Andre Haddad	President, CEO & Director	
Steven Hanuszek	VP, Secretary & Director	
Marian Wypyski	Director	

Alemco Development Corporation 13-2571497		
Principal Owner	Share	
Lockwood, Kessler & Bartlett, Inc.	100%	
Officers		
	Title	
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

LKB Environmental Services, Inc. 16-0847132		
Principal Owner	Share	
Lockwood, Kessler & Bartlett, Inc.	100%	
Officers		
	Title	
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

LKB Mapping, Inc. 54-0841793		
Principal Owner	Share	
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Officers		
	Title	
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Steven Hanuszek	Executive Vice President	



## **PRINCIPAL QUESTIONNAIRE FORM**

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

1. Principal Name Marian Wypyski,  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address One Aerial Way  
City/state/zip Syosset, NY 11791  
Telephone 516-938-0600  
Other present address(es) N/A  
City/state/zip N/A  
Telephone N/A  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President    /   /    Treasurer    /   /     
Chairman of Board    /   /    Shareholder    /   /     
Chief Exec. Officer    /   /    Secretary    /   /     
Chief Financial Officer    /   /    Partner    /   /     
Vice President    /   /       /   /     
(Other) Director of Civil Engineering - 8/1/2009
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO     If Yes, provide details. 24% ownership of LKB Group, LLC, the parent holding company.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO    ;  
If Yes, provide details. (See attached chart.)

## APPENDIX J

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.

## APPENDIX J

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

**CERTIFICATION**

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I, Marian Wypyski, PE, 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 8th day of September 2016

Sharon Frisina  
Notary Public

SHARON FRISINA  
Notary Public, State of New York  
No. 01FR6000961  
Qualified in Suffolk County  
Commission Expires Dec. 29, 2017

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Marian Wypyski, PE

Print name

Marian Wypyski  
Signature

Director of Civil Engineering

Title

9 / 8 / 16  
Date

LKB Group, LLC 11-3467828		
Principal Owner	Title	Share
Andre Haddad	Chairman of the Board of Managers	31%
Steven Hanuszek	Manager	33%
Marian Wypyski	Manager	24%
Ray Wegener	Member	12%

One Aerial Way Realty, LLC 11-3467829		
Principal Owner	Share	
LKB Group, LLC	100%	

Lockwood Enterprises of New York, Inc. 11-3467879		
Principal Owner	Share	
LKB Group, LLC	100%	
Officers		
	Title	
Andre Haddad	President & CEO	
Steven Hanuszek	Executive Vice President	
Marian Wypyski	Director	

Lockwood, Kessler & Bartlett, Inc. 11-1015370		
Principal Owner	Share	
Lockwood Enterprises of New York, Inc	100%	
Officers		
	Title	
Andre Haddad	President, CEO & Director	
Steven Hanuszek	VP, Secretary & Director	
Marian Wypyski	Director	

Alemco Development Corporation 13-2571497		
Principal Owner	Share	
Lockwood, Kessler & Bartlett, Inc.	100%	
Officers		
	Title	
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

LKB Environmental Services, Inc. 16-0847122		
Principal Owner	Share	
Lockwood, Kessler & Bartlett, Inc.	100%	
Officers		
	Title	
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

LKB Mapping, Inc. 54-0841793		
Principal Owner	Share	
Lockwood, Kessler & Bartlett, Inc.	100%	
Officers		
	Title	
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

## **PRINCIPAL QUESTIONNAIRE FORM**

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1. Principal Name Raymond Wegener  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address One Aerial Way  
City/state/zip Syosset, NY 11791  
Telephone 516-938-0600  
Other present address(es) N/A  
City/state/zip N/A  
Telephone N/A  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President      /      /      Treasurer      /      /       
Chairman of Board      /      /      Shareholder      /      /       
Chief Exec. Officer      /      /      Secretary      /      /       
Chief Financial Officer      /      /      Partner      /      /       
Vice President      /      /       
(Other) Project Engineer - 1980
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. 12% ownership of LKB Group, LLC, the parent holding company.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO     ;  
If Yes, provide details. (See attached chart.)

## APPENDIX J

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.

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YES \_\_\_\_ NO X If Yes, provide details for each such instance.
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  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

## APPENDIX J

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I, Raymond Wegener, 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 8th day of September 2016

Sharon Frisina  
Notary Public

SHARON FRISINA  
Notary Public, State of New York  
No. 01FR6000961  
Qualified in Suffolk County  
Commission Expires Dec. 29, 2017

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Raymond Wegener

Print name

Signature

Project Engineer

Title

9 / 8 / 16

Date

LKB Group, LLC 11-3467828		
Principal Owner	Title	Share
Andre Haddad	Chairman of the Board of Managers	31%
Steven Hanuszek	Manager	33%
Marian Wypyski	Manager	24%
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LKB Group, LLC	100%	

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Principal Owner	Share	
LKB Group, LLC	100%	
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	Title	
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Marian Wypyski	Director	

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Marian Wypyski	Director	

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Steven Hanuszek	Executive Vice President	

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LKB Mapping, Inc. 54-0841793		
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Officers		
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Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Brian Ednie  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address One Aerial Way  
City/state/zip Syosset, NY 11791  
Telephone 516-938-0600  
Other present address(es) N/A  
City/state/zip N/A  
Telephone N/A

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)  
President     /     /     Treasurer     /     /      
Chairman of Board     /     /     Shareholder     /     /      
Chief Exec. Officer     /     /     Secretary     /     /      
Chief Financial Officer     /     /     Partner     /     /      
Vice President 7 / 2 / 2007     /     /      
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO X;  
If Yes, provide details.

## APPENDIX J

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.

## APPENDIX J

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

**CERTIFICATION**

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

I, Brian Ednie, PE, 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 8th day of September 2016

Sharon Frisina  
Notary Public

SHARON FRISINA  
Notary Public, State of New York  
No. 01FR6000961  
Qualified in Suffolk County  
Commission Expires Dec. 29, 2017

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Brian Ednie, PE

Print name

B. Ednie  
Signature

Vice President - Civil Engineering

Title

9 / 8 / 2016  
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 Paul Lappano  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address One Aerial Way  
City/state/zip Syosset, NY 11791  
Telephone 516-938-0600  
Other present address(es) N/A  
City/state/zip N/A  
Telephone N/A

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)  
President     /     /     Treasurer     /     /      
Chairman of Board     /     /     Shareholder     /     /      
Chief Exec. Officer     /     /     Secretary     /     /      
Chief Financial Officer     /     /     Partner     /     /      
Vice President 3 / 10 / 2008     /     /      
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO X;  
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ 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 X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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

I, Paul Lappano, PE, BCEE, LEED AP, 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 8th day of September 2016

Sharon Frisina  
Notary Public

SHARON FRISINA  
Notary Public, State of New York  
No. 01FR6000961  
Qualified in Suffolk County 17  
Commission Expires Dec. 29, 20

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Paul Lappano, PE, BCEE, LEED AP

Print name

Paul Lappano  
Signature

Vice President - Environmental Services

Title

9 / 8 / 2016  
Date

## **Business History Form**

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

## APPENDIX J

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

## APPENDIX J

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.

Executive management reviews all contracts for conflicts of interest. In the event of a potential conflict, or the appearance of a conflict of interest is perceived, the County will be notified and the issue resolved to the satisfaction of the County.

## APPENDIX J

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

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

- i) Date of formation; Date of Incorporation: August 4, 1934
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Please refer to Consultant's Disclosure Form
- iii) Name, address and position of all officers and directors of the company; Please refer to Section C of the Proposal
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 100
- vi) Annual revenue of firm; \$12-15M
- vii) Summary of relevant accomplishments Please refer to Section G of the Proposal
- viii) Copies of all state and local licenses and permits. Please refer to Section G of the Proposal

- B. Indicate number of years in business. 126 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 Nassau County Department of Public Works

Contact Person Shila Shah-Gavnoudias, PE, Commissioner

Address 1194 Prospect Avenue

City/State Westbury, NY 11590

Telephone 516-571-9604

Fax # \_\_\_\_\_

E-Mail Address sshahgavnoudias@nassaucountyny.gov

## APPENDIX J

Company Suffolk County Department of Public Works  
Contact Person Gilbert Anderson, PE  
Address 335 Yaphank Avenue  
City/State Yaphank, NY 11980  
Telephone 631-852-4010  
Fax # 631-852-4150  
E-Mail Address gilbert.anderson@suffolkcountyny.gov

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Company Town of Oyster Bay, Department of Public Works  
Contact Person Matt Russo, PE  
Address 150 Miller Place  
City/State Syosset, NY 11791  
Telephone 516-677-5719  
Fax # \_\_\_\_\_  
E-Mail Address Mrusso@oysterbay-ny.gov

## APPENDIX J

### 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, Andre Haddad, PE, 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 8th day of September 2016

Sharon Frisina  
Notary Public

SHARON FRISINA  
Notary Public, State of New York  
No. 01FR6000961  
Qualified in Suffolk County  
Commission Expires Dec. 29, 2017

Name of submitting business: Lockwood, Kessler & Bartlett, Inc.

By: Andre Haddad, PE

Print name  
Signature  
President/CEO

Title  
9 / 8 / 16 Date



**LKB Group, LLC**  
11-3467828

Principal Owner	Title	Share
Andre Haddad	Chairman of the Board of Managers	31%
Steven Hanuszek	Manager	33%
Marian Wypyski	Manager	24%
Ray Wegener	Member	12%

**One Aerial Way Realty, LLC**  
11-3467829

Principal Owner	Share
LKB Group, LLC	100%

**Lockwood Enterprises of New York, Inc.**  
11-3467879

Principal Owner	Share
LKB Group, LLC	100%

Officers	Title
Andre Haddad	President & CEO
Steven Hanuszek	Executive Vice President
Marian Wypyski	Director

**Lockwood, Kessler & Bartlett, Inc.**  
11-1015370

Principal Owner	Share
Lockwood Enterprises of New York, Inc	100%

Officers	Title
Andre Haddad	President, CEO & Director
Steven Hanuszek	EVP/Secretary & Director
Marian Wypyski	Director

**Alenco Development Corporation**  
13-2571497

Principal Owner	Share
Lockwood, Kessler & Bartlett, Inc	100%

Officers	Title
Andre Haddad	President
Steven Hanuszek	Executive Vice President

**LKB Environmental Services, Inc.**  
16-0847122

Principal Owner	Share
Lockwood, Kessler & Bartlett, Inc.	100%

Officers	Title
Andre Haddad	President
Steven Hanuszek	Executive Vice President

**LKB Mapping, Inc.**  
54-0841793

Principal Owner	Share
Lockwood, Kessler & Bartlett, Inc.	100%

Officers	Title
Andre Haddad	President
Steven Hanuszek	Executive Vice President

## APPENDIX J

Page 1 of 4

### COUNTY OF NASSAU

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

1. Name of the Entity: Lockwood, Kessler & Bartlett, Inc.

Address: One Aerial Way

City, State and Zip Code: Syosset, NY 11791

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

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

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

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

Principals/Officers:

Andre Haddad, PE, President/Director, [REDACTED]

Steven Hanuszek, PE, Executive Vice President/Director, [REDACTED]

Marian Wypyski, PE, Director, [REDACTED]

Brian Ednie, PE, Vice President, [REDACTED]

Paul Lappano, PE, Vice President, [REDACTED]

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

Principal Owner: Lockwood Enterprises of New York, Inc., [REDACTED]

Lockwood Enterprises of N.Y. is 100% owned by LKB Group, LLC, whose members are:

Andre Haddad, PE, President/Director, [REDACTED]

Steven Hanuszek, PE, Executive V.P./Director, [REDACTED]

## APPENDIX J

Page 2 of 4

Marian Wypyski, PE, Director, 18 Chivalry Lane, Nesconset, NY 11767

---

Raymond Wegener, Member, 107 Bayside Avenue, Breezy Point, NY 11697

---

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.

Subsidiaries: Alemco Development Corp.

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LKB Environmental Services, Inc.

---

LKB Mapping, Inc.

---

Affiliate: One Aerial Way Realty, LLC

---

NONE of the subsidiaries/affiliates will be performing under this agreement.

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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

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## APPENDIX J

Page 3 of 4

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

None \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

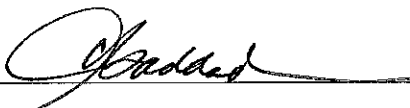
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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.

September 8, 2016  
Dated: \_\_\_\_\_

Signed:   
Print Name: Andre Haddad, PE  
Title: President/CEO

## APPENDIX J

### Page 4 of 4

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

## AMENDMENT NUMBER 2

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Lockwood, Kessler & Bartlett, Inc., One Aerial Way, Syosset, NY, 11791 (the "Firm").

### WITNESSETH:

WHEREAS, pursuant to County Contract Number H6179AE between the County and the Firm, executed on behalf of the County on February 20, 2009 (the "Original Agreement"), and amended on October 17, 2013 the Firm performed Design Services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and;

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Two Million, Five-Hundred Thousand dollars and no cents (\$2,500,000.00).

WHEREAS, the scope of services was amended by the amended agreement and that amended and that amended scope of services remains in affect

WHEREAS the term of the amended Agreement is December 31, 2016

WHEREAS, the County desires to increase the Maximum amount and Term and:

NOW, THEREFORE, in consideration of the mutual promises statement the parties agree as follows:

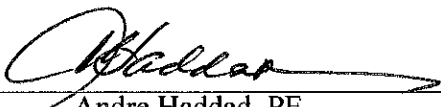
1. Amended Term. The Agreement is amended for 18 months and will terminate on July 31, 2018, unless sooner terminated or extended in accordance with its terms.
2. Maximum Amount. The Maximum Amount shall be increased by Two-Hundred Thousand Dollars and no cents (\$200,000.00), so that the total maximum amount the County shall pay to the Firm as full consideration for *all* services shall not exceed Two Million Seven Hundred Thousand Dollars and no cents (2,700,000.00) ("Amended Maximum Amount").
3. Full Force and Effect. All the terms and conditions of the Original Agreement and the Amended Agreement not expressly amended by this Amendment shall

remain in full force and effect and govern the relationship of the parties for the amended term.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

Lockwood Kessler & Bartlett, Inc.

By:   
Name: Andre Haddad, PE  
Title: President/CEO  
Date: September 8, 2016

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 8<sup>th</sup> day of September in the year 2016 before me personally came Andre Haddad to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President / CEO of Lockwood, Kessler & Bartlett, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the Board of Directors of said corporation.

Sharon Frisina  
NOTARY PUBLIC

SHARON FRISINA  
Notary Public, State of New York  
No. 01FR6000961  
Qualified in Suffolk County 17  
Commission Expires Dec. 29, 20

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2016 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of \_\_\_\_\_; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed above instrument; and the 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 Number 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts", governs all County Contracts as defined herein and solicitations for bids or proposals for county Contract. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBE's") as defined in Section 101 of Local Law Number 14-2002, for the purpose of granting of Subcontracts.

- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan, any additions or changes thereto shall be submitted to 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 (10) working days of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor, must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract along shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBE's.
- (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 Number 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 Number 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law Number 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 (30) days 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 recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten (10) days of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The Contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

As used in the 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 the 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 (\$25,000.00), 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 the 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 the 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 the 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 is contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- (b) Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- (c) Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- (d) Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- (e) Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- (f) Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (i) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (ii) 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 the Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part of parts of the contracted work of a prime contractor providing services, including construction services, the County pursuant to a County contract, services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a County contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department Head approval prior to subcontracting shall not apply to Inter-Governmental Agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the Federal Government is not required.



**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 23, 2016

**SUBJECT:** Recommendation to Amend Consultant Services Agreement for  
Improvement to the Seawall on West Shore Road, Mill Neck  
Agreement Number H6179AE with LKB

The County desires to continue the improvements of the Seawall along West Shore Road in Mill Neck. The seawall has outlived its useful life, has high maintenance requirements and needs to be replaced. The firm has been involved with and is assisting the county in completing the DDIR process for Phase 1.

The Department and the firm are in agreement that the existing document should be extended to encompass the entire North Phase construction time to provide construction administration services. This will include review and approve shop drawings, erection plans, bid breakdowns, clarification of design concept, change order requests, disputed work or any other such items. The cost of this 18 month extension is not expected to exceed \$200,000.00.

This amendment will extended the design agreement to coincide with the end of the north phase construction. It is recommended the county modify the existing agreement by executing this amendment.

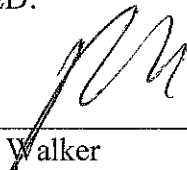


Shila Shah-Gavnoudias  
Commissioner

SSG:RM:ac

c: Rakhal Maitra, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Donna Boyle, Civil Engineer III

APPROVED:



Richard R. Walker  
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker  
Chief Deputy County Executive

Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		<b>CONTACT NAME:</b> Alyson Lavery <b>PHONE (A/C, No. Ext):</b> 516-869-8788 <b>E-MAIL ADDRESS:</b> mbuonomo@genattgrp.com <b>FAX (A/C, No):</b> 1-516-706-2973													
<b>INSURED</b> LOCKWOOD Lockwood, Kessler & Bartlett, Inc. One Aerial Way Syosset NY 11791-NY		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A: The Travelers Indemnity Compan</td><td>25658</td></tr><tr><td>INSURER B: Travelers Indemnity Co of Amer</td><td>25666</td></tr><tr><td>INSURER C: Atlantic Specialty Insurance Compan</td><td>27154</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: The Travelers Indemnity Compan	25658	INSURER B: Travelers Indemnity Co of Amer	25666	INSURER C: Atlantic Specialty Insurance Compan	27154	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Atlantic Specialty Insurance Compan	27154														
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 1656798079**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL CLAIMS MADE  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6809A486289	1/31/2016	1/31/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA9A487981	1/31/2016	1/31/2017	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			UB3941T46916	8/31/2016	8/31/2017	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td>OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
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C	<b>PROFESSIONAL LIABILITY</b>			DPL527616	3/21/2016	3/21/2017	<table border="1"><tr><td>\$5MILL PER CLAIM</td><td>\$5MILL PER AGG</td></tr></table>	\$5MILL PER CLAIM	\$5MILL PER AGG												
\$5MILL PER CLAIM	\$5MILL PER AGG																				

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

LKB #9407, Contract No. H6179AD, Improvements to West Shore Road Seawall, Mill Neck  
Nassau County NY is included as additional insured for all policies except professional Liability as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION 30 DAY**

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

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)**

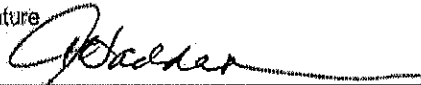
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(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.

Name and Title of Authorized Representative  
Andre Haddad, PE, President/CEO

md/yy  
9/8/16

Signature



Date

Name of Organization

Lockwood, Kessler & Bartlett, Inc.

Address of Organization

One Aerial Way, Syosset, NY 11791

9407

EDWARD P. MANGANO  
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.  
COMMISSIONER

**COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NEW YORK 11590-2723**

May 7, 2015

Lockwood, Kessler & Bartlett, Inc.  
One Aerial Way  
Syosset, New York 11791

Att: Bart Marino

Agreement Number: H6179AE


Re: West Shore Road Seawall Rehabilitation  
Agreement Number H6179AE

To Whom It May Concern:

This letter is to inform your firm that in accordance with paragraph one ( 1) of the above Agreement the County desires to extend the agreement for two (2) years. All other terms of the Agreement remain in effect.

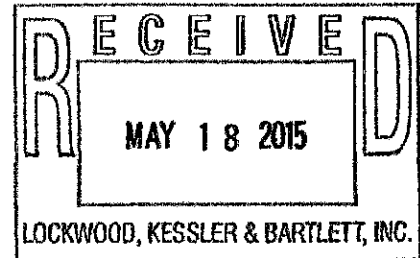
If you have any questions or require additional information please contact me or Donna Boyle at 516-571-6817.

Very truly yours,

  
Shila Shah-Gavnooudias, P.E.  
Commissioner of Public Works

SSG:RM:pl

c: Rakhal Maitra, Deputy Commissioner of Public Works  
Donna Boyle, Civil Engineer III



Contract ID#: H6179AE

CLPW 13000040

Department: Public Works

**CF (Capital)****E-172 E/13****Contract Details**NIFS ID #: CFPW08000038 NIFS Entry Date: 7/18/13 Term: from present to 12/31/2014

SERVICE: Design Agreement

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" 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 type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

**Agency Information**

Vendor	
Name Lockwood, Kessler & Bartlett, Inc.	Vendor ID# [REDACTED]
Address One Aerial Way Syosset, NY, 11791	Contact Person Brian Ednie
	Phone (516-938-0600 ext 247)

County Department
Department Contact Donna Boyle
Address 1194 Prospect Avenue, Westbury, NY 11590
Phone 571-6817

**Routing Slip**

DATE (mm/dd)	DEPARTMENT	Internal Verification	DATE (mm/dd)	SIGNATURE	Log Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	7/18/13	[Signature]
	DPW (Capital Only)	CF Capital Fund Approval	<input checked="" type="checkbox"/>	7/18/13	[Signature]
	OMB	NIFS Approval	<input type="checkbox"/>	7/25/13	[Signature]
8/7/13	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	8/7/13	[Signature]
8/9/13	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	8/9/13	[Signature]
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	8/16/13	[Signature]
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	09/10/2013	[Signature]
	Comptroller	NIFS Approval	<input type="checkbox"/>	9/11/13	[Signature]
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	8/22/13	[Signature]

PRCF1205 (12/05)

Contract ID#: H6179AE

CLPW 13000040

Department: Public Works

**CF (Capital)****E-172 E13****Contract Details**

SERVICE: Design Agreement

NIFS ID #: CFPW08000038 NIFS Entry Date: 7/18/13 Term: from present to 12/31/2014

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" 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 type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

**Agency Information**

Vendor	
Name Lockwood, Kessler & Bartlett, Inc.	Vendor ID# 11-1015370
Address One Aerial Way Syosset, NY, 11791	Contact Person Brian Ednie
	Phone (516-938-0600 ext 247

County Department
Department Contact Donna Boyle
Address 1194 Prospect Avenue, Westbury, NY 11590
Phone 571-6817

**Routing Slip**

DATE RECEIVED	DEPARTMENT	Internal Verification	DATE APPROVED	SIGNATURE	APPROVAL REQUIRED
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> 7/18/13	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	<input checked="" type="checkbox"/> 7/18/13	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/> 7/25/13	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
8/7/13	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 8/7/13	<i>[Signature]</i>	Notarized <input type="checkbox"/> Blanket <input type="checkbox"/>
8/9/13	County Attorney	CA Approval as to form.	<input checked="" type="checkbox"/> 8/9/13	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 8/16/13	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>	<i>[Signature]</i>	
	County Attorney	NIFS Approval	<input type="checkbox"/> 09/16/13	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input type="checkbox"/> 9/16/13	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 8/22/13	<i>[Signature]</i>	

## Contract Summary

<b>Description:</b>	Modification of a design agreement for improvements to the seawall along West Shore Road in Mill Neck
<b>Purpose:</b>	Adjustment of a professional engineering services agreement to provide engineering design services to develop plans to improve the existing seawall along West Shore Road in Mill Neck.
<b>Method of Procurement:</b>	This adjustment will provide for the incorporation of current scope changes and alterations required by the Army Corp and Federal Fish and Wildlife agency's to rehabilitate the seawall phases 2 and 3 required as a result of the Storm known as "Sandy". The original agreement was procured utilizing standard Nassau County procedures for retaining professional engineering services.
<b>Procurement History:</b>	The current Agreement, H6179AD, was executed in 2009. Discussions were conducted by County staff with the firm and both parties are in agreement to the information.
<b>Description of General Provisions:</b>	Standard Nassau County Agreement format utilized.
<b>Impact on Funding / Price Analysis:</b>	Project funding is included in the Capital Plan under project number 6179A.
<b>Change in Contract from Prior Procurement:</b>	Not Applicable
<b>Recommendation: (approve as submitted)</b>	Approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	79A
Object:	00002
Transaction:	CF


FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	<del>XXXXXX</del>
County	\$
Federal	\$
State	\$
Capital	\$ 560,000
Other	\$
<b>TOTAL</b>	<b>\$ 560,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/6179A/00002	\$ 560,000
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Donna Boyle

Date: 12-June-13

<b>NIFS Certification</b> I certify that this document was accepted into NIFS.		<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		<b>County Executive Approval</b> Name:  Date: 8/22/13 (For Office Use Only)	
Name: JV Date: 9/24/13		Name: M. Per. Date: 9/26/13		E #:	

5172-13

RULES RESOLUTION NO. 266-2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND  
LOCKWOOD, KESSLER & BARTLETT, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 9-9-13  
VOTING:  
ayes 2 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler & Bartlett, Inc., to provide engineering design services and develop plans to improve the existing seawall along West Shore Road in Mill Neck, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Lockwood, Kessler & Bartlett, Inc.



RULES RESOLUTION NO.    – 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND  
LOCKWOOD, KESSLER & BARTLETT, INC.

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with Lockwood, Kessler & Bartlett, Inc., to provide  
engineering design services and develop plans to improve the existing  
seawall along West Shore Road in Mill Neck, a copy of which is on file with  
the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said amendment  
to an agreement with Lockwood, Kessler & Bartlett, Inc.

240 Old Country Road  
Mineola, New York 11501

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

FEDERAL TAX ID #: [REDACTED]

III. X This is a renewal, extension or amendment of an existing contract.  
The contract was originally executed by Nassau County on 20-February-2009. 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 6 firms that were recognized as having the necessary qualifications to perform the work were invited to propose. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy

of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

\_\_\_A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

\_\_\_A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

\_\_\_B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

\_\_\_C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

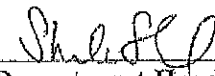
**VI. \_\_\_ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to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

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

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

***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.

  
\_\_\_\_\_  
1A Department Head Signature  
7/15/13  
\_\_\_\_\_  
Date

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

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

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

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

**FROM:** Department of Public Works

**DATE:** June 25, 2013

**SUBJECT:** Recommendation to Amend Consultant Services Agreement  
Improvement to the Seawall on West Shore Road, Mill Neck  
Agreement Number H6179AE -Lockwood, Kessler & Bartlett, Inc. (LKB)

The County desires to continue the improvements of the Seawall along West Shore Road in Mill Neck. The seawall has outlived its useful life, has high maintenance requirements and needs replaced. Due to the overlapping jurisdictions involved, and other unforeseeable issues, Hybrid Storm Sandy and other Northeastern type storms, the agreement in its current form is non-operational. The agreement as written does not account for the catastrophic failure of the Seawall during storm events. The department in conjunction with the public and others recognize there is an issue with this. The Department and the firm are in agreement that the existing document should be update.

Conceptual project plans are developed that are acceptable to the overlapping jurisdictions. Due to the complicated nature of the project, the historical expertise, and time that would be lost if the project were re-advertised it is recommended the county modify the existing agreement by executing this amendment.

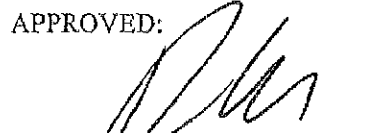


Shila Shah-Gavnoudias  
Commissioner

SSG:RM:jm

c: Rakhal Maitra, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Donna Boyle, Civil Engineer III

APPROVED:

  
Richard R. Walker  
Chief Deputy County Executive

4/27/13  
Date

DISAPPROVED:

  
Richard R. Walker  
Chief Deputy County Executive

Date



## AMENDMENT 1

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Lockwood, Kessler & Bartlett, Inc., One Aerial Way, Syosset, NY, 11791 (the "Firm").

### WITNESSETH:

WHEREAS, pursuant to County Contract Number H6179AE between the County and the Firm, executed on behalf of the County on February 20, 2009 (the "Original Agreement"), the Firm performed Design Services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and;

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was One Million, Nine-Hundred Forty Thousand dollars and no cents (\$1,940,000.00).

WHEREAS, in response to the storm event know as Sandy and other qualifying factors the scope of the project has expanded, the County and the Firm desire to amend the Scope of Services in the Original Agreement to expand the project to encompass the installation of the utilities underground, emergency repairs to the travelway caused by severe weather especially storms that impact the north shore from the northeast; and, for the firm to provide Design services to support construction activities and related services as required during the various Construction phases of this project.

WHEREAS, the County agrees to increase the Maximum Amount under the Original Agreement to pay for additional Design Services as outlined above and in Paragraph F of the original Agreement:

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

1. Scope of Services. Section 2 of the Original Agreement is hereby amended to include additional Design Services. Such services shall include, but not be limited to, meetings and presentations, coordination with utilities and local agencies, design services that support construction activities as described below or within the original agreement to complete design of original and additional scope related to the Reconstruction of West Shore Road Seawall in Mill Neck. And

### **Construction Related Services**

A Firm shall provide general Construction Related services to include the checking and approving of construction drawings, shop and erection drawings, schedules and other submissions for conformance with the design concept of the project and requirements of the contract documents, bid breakdowns, change order requests, disputed work and any other such items.

B The Firm shall render consulting services in connection with the execution of the work. In the performance of such services, the Firm shall make such visits to the site as may be necessary to resolve any conflicts concerning the design drawings or for the interpretation of the plans and specifications.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five-Hundred and Sixty Thousand Dollars and no cents (\$560,000.00), payable for additional Design Services and Construction services, so that the total maximum amount the County shall pay to the Firm as full consideration for *all* services shall not exceed Two Million Five Hundred Thousand Dollars and no cents (2,500,000.00) ("Amended Maximum Amount"). Payment for additional Services shall be made in accordance with the rates and terms provided for in the Original Agreement.
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Lockwood Kessler & Bartlett, Inc.

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

Name: Andre Haddad

Title: President & CEO

Date: 6/13/2013

NASSAU COUNTY

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

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

Title: \_\_\_\_\_

County Executive

Richard R. Walker

Chief Deputy County Executive

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

10/17/13

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 13<sup>th</sup> day of June in the year 2013 before me personally came Andre Haddad to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President & CEO of Lackwood, Kessler & Bartlett, Inc the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the Board of Directors of said corporation.

Joan Algios

NOTARY PUBLIC

Joan Algios  
Notary Public, State of New York  
01AL6004912  
Qualified in County of Nassau  
Commission Expires 03/30/14

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 17 day of October in the year 2013 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed above instrument; and the he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

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 Number 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts", governs all County Contracts as defined herein and solicitations for bids or proposals for county Contract. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBE's") as defined in Section 101 of Local Law Number 14-2002, for the purpose of granting of Subcontracts.

- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan, any additions or changes thereto shall be submitted to 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 (10) working days of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor, must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract along shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBE's.
- (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 Number 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 Number 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law Number 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 (30) days 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 recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten (10) days of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The Contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

As used in the 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 the 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 (\$25,000.00), 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 the 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 the 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 the 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 is contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- (b) Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- (c) Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- (d) Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- (e) Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

- (f) Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (i) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (ii) 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 BE 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 the Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part of parts of the contracted work of a prime contractor providing services, including construction services, the County pursuant to a County contract, services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a County contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department Head approval prior to subcontracting shall not apply to Inter-

Governmental Agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the Federal Government is not required.



APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Andre Haddad

(Name)

[REDACTED]

(Address)

516-938-0600

(Telephone Number)

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

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

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

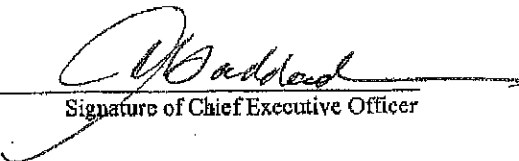
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations,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

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

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

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

6/13/2013  
Dated

  
Signature of Chief Executive Officer

Andre Haddad

Name of Chief Executive Officer

Sworn to before me this

13<sup>th</sup> day of June, 2013

  
Notary Public

**Joan Algios**  
Notary Public, State of New York  
01AL6004912  
Qualified in County of Nassau  
Commission Expires 03/30/14

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

1. Name of Firm: Lockwood, Kessler & Bartlett, Inc.  
Address: One Aerial Way  
City and State: Syosset, New York Zip Code 11791

2. Firm's Vendor Identification Number: 11-1015370

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

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

**See Attached List**

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).

**100% owned by Lockwood Enterprises of New York, Inc. which in turn is  
100% owned by LKB Group, LLC a NY Limited Liability Company.**

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).

**Subsidiaries:**

**Alemco Development Corporation  
LKB Environmental Services, Inc.  
LKB Mapping, Inc.**

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: 6/13/2013

Signed: 

Print Name: Andre Haddad

Title: President & CEO

Item 4

Lockwood, Kessler & Bartlett, Inc.  
List of Corporate Officers and Directors

Andre Haddad \*

[REDACTED]

President & Chief Executive Officer

Steven Hanuszek \*

[REDACTED]

Vice President - Construction

Sylvester Celebrini

[REDACTED]

Vice President-Survey & Mapping

Marian Wypyski \*

[REDACTED]

\* Denotes Director

Item 5

LKB Group, LLC

Andre Haddad

[REDACTED]

Chairman of Managers

Raymond Wegener

[REDACTED]

Member

[REDACTED]

Marian Wypyski

[REDACTED]

Manager

Steven Haruszek

[REDACTED]

Manager

[REDACTED]

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

1. Name of Firm: Alemco Development Corporation  
Address: One Aerial Way  
City and State: Syosset, New York Zip Code 11791

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

3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company ☒ Closely Held Corp. \_\_\_\_\_ 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) \*

Andre Haddad

President & CEO

Steven Hanuszek

Exec. V.P. & Secretary

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).


100% owned by Lockwood, Kessler & Bartlett, Inc.

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: 6/13/2013

Signed: 

Print Name: Andre Haddad

Title: President & CEO

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

1. Name of Firm: LKB Environmental Services, Inc.  
Address: One Aerial Way  
City and State: Syosset, New York Zip Code 11791

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

3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company X Closely Held Corp. \_\_\_\_\_ 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)

Andre Haddad

President & CEO

Steven Hanuszek

Exec. V.P. & Secretary

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).

100% owned by Lockwood, Kessler & Bartlett, Inc.

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: 6/13/2013

Signed: [Signature]

Print Name: Andre Haddad

Title: President & CEO

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

1. Name of Firm: LKB Mapping Inc.  
Address: One Aerial Way  
City and State: Syosset, New York Zip Code 11791

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

3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company ☒ Closely Held Corp. \_\_\_\_\_ 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)

Andre Haddad

President & CEO

Steven Hanuszek

Exec. V.P. & Secretary

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).

100% owned by Lockwood, Kessler & Bartlett, Inc.

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: 2/13/13

Signed: 

Print Name: Andre Haddad

Title: President & CEO



**CF (Capital)****E-01-09**  
**CF****Contract Details**

NIFS ID #:

NIFS Entry Date:

SERVICE: Design Agreement

Term: from Execution to 12/31/14  
Date

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

**Agency Information**

Vendor	
Name Lockwood, Kessler & Bartlett, Inc.	Vendor ID# [REDACTED]
Address  One Aerial Way Syosset, NY, 11791	Contact Person Bart Marino
	Phone (516-938-0600 ext 247)

County Department
Department Contact Donna Boyle
Address  1194 Prospect Avenue, Westbury, NY 11590
Phone 571-6817

**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 checked="" type="checkbox"/>	12/9	R. J. [Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	10/31	[Signature]	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	12/10/08	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
12/10/08	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/10/08	[Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>	12/10/08	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
12/10/08	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	12/10/08	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	1/27	[Signature]	
	Comptroller	NIFS Approval <input type="checkbox"/>		[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>		[Signature]	

## Contract Summary

<b>Description:</b>	Modification of a design agreement for improvements to the seawall along West Shore Road in Mill Neck
<b>Purpose:</b>	Adjustment of a professional engineering services agreement to provide engineering design services to develop plans to improve the existing seawall along West Shore Road in Mill Neck.
<b>Method of Procurement:</b>	This adjustment will provide for the incorporation of current standard language, clauses and appendices for the work to be performed under this agreement. The original agreement was procured utilizing standard Nassau County procedures for retaining professional engineering services.
<b>Procurement History:</b>	The current Agreement, H6179AD, was executed in January 1991. It has no expiration date and many clauses and Appendixes have been added to the new model Agreement. It is in the County's best interest to bring this agreement up to our current standard. Discussions were conducted by County staff with the firm and both parties are in agreement to the information.
<b>Description of General Provisions:</b>	Standard Nassau County Agreement format utilized.
<b>Impact on Funding / Price Analysis:</b>	Project funding is included in the Capital Plan under project number 61079.
<b>Change in Contract from Prior Procurement:</b>	Not Applicable
<b>Recommendation: (approve as submitted)</b>	Approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	79A
Object:	00002
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$1,940,000
Other	\$
<b>TOTAL</b>	<b>\$1,940,000</b>

LINE	INDEX/OBJECT CODE	AMOUNT
①	PWCAPCAP/6179A/00002/000	\$ 1,940,000 -
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 1,940,000</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Donna Boyle

Date: 10-July-08

<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	
Date		Date		(For Office Use Only)	
E #:					

## RULES RESOLUTION NO. 18-2008

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND LOCKWOOD, KESSLER & BARTLETT, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on JAN 26 2009  
VOTING:  
ayes 9 nays 0 abstained 0 recused 0  
Legislators present: 9

WHEREAS, the County has negotiated a personal services agreement with Lockwood, Kessler & Bartlett, Inc., for engineering design services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Lockwood, Kessler & Bartlett, Inc.

RULES RESOLUTION NO. – 2008

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND LOCKWOOD, KESSLER & BARTLETT, INC.

WHEREAS, the County has negotiated a personal services agreement with Lockwood, Kessler & Bartlett, Inc., for engineering design services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Lockwood, Kessler & Bartlett, Inc.

**REQUEST TO INITIATE  
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID  
CONTRACT**

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ      ☐ RFP      ☐ RFBC      ☒ OTHER

Project No.: 6179A      Project Title: Improvements to West Shore Road seawall, Mill Neck

Department: Public Works      Date: October 11, 2008

Service Requested: The engineering agreement modification will include survey, base map, construction plans, and field inspection during construction.

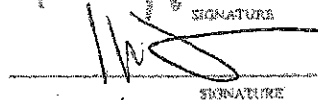
Justification: The agreement as written has no expiration date, funding limit, and various current County Standard language is missing. The department in conjunction with the firm recognizes there are problematic issues with this. The Department and the firm are in agreement that the existing document should be update to include the Standard language.

Estimated Range: \$ Design costs \$ 1,500,000      Date RFQ/RFP/RFBC Due: \_\_\_\_\_

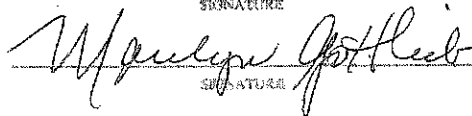
Department Head Approval: ☒ YES ☐ NO

  
SIGNATURE

DCE/Vertical Approval: ☒ YES ☐ NO

  
SIGNATURE

DCE/Ops Approval: ☒ YES ☐ NO

  
SIGNATURE

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

Vendor	Quote	Comment
1. <u>See attached memo for explanation of this agreement modification.</u>		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

DCE/Ops Approval: ☐ YES ☐ NO

H:\RFQ-RFP-RFBC.wpd

Signature

Donna B.

COUNTY OF NASSAU  
Inter-Departmental Memo

**TO:** Office of the County Executive  
Att: Ian R. Siegel, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** October 8, 2008

**SUBJECT:** Recommendation to Modify Consultant Services Agreement  
Improvement to the Seawall on West Shore Road, Mill Neck  
Agreement Number H6179AE

The County desires to improve the seawall along West Shore Road in Mill Neck. The seawall has outlived its useful life, has high maintenance requirements, and needs to be replaced. Replacement of this seawall was originally planned as part of a large scale road improvement project. DPW has had a design agreement in place for the design of this major road project for many years, and that agreement was last updated in 1991. Due to the overlapping jurisdictions involved and other unforeseeable issues, the agreement in its current form is outdated. The agreement as written has no expiration date, funding limit, and various County standard language is missing. The Department, in conjunction with the firm, recognizes that there are problematic issues with this. The Department and the firm are in agreement that the existing document could be updated to include the standard language. Since the project is now also eligible for Federal Aid there is some urgency to completing the design. The option of issuing a new RFP would delay the project and result in a loss of over \$7 million in Federal construction funds.

Therefore, due to the complicated nature of the project, the historical expertise, time and funding that would be lost if the project were readvertised, it is recommended that the County modify the existing agreement to conform to the Department's current model agreement.

Should you agree with the above, please sign below and we will proceed accordingly.



Raymond A. Ribeiro  
Commissioner

RAR:RS:ImS

c: Raymond Stefanowicz, Senior Deputy Commissioner  
Kevin C. Mulligan, Assistant to Commissioner for Capital Programs  
→ Donna Boyle, Civil Engineer III

APPROVED:

Ian R. Siegel  
Deputy County Executive

DISAPPROVED:

Ian R. Siegel  
Deputy County Executive

Date



Howard S. Weitzman  
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: Lockwood, Kessler & Bartlett

CONTRACTOR ADDRESS: One Aerial Way, Syosset, NY, 11791

FEDERAL TAX ID #: [REDACTED]

**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 \_\_\_\_\_. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, , mailing, etc.]. \_\_\_\_\_ of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_. \_\_\_\_\_ proposals were received and evaluated. The evaluation committee \_\_\_\_\_ The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest technical-ranking proposer was selected.

**III.**   X   This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on February 27, 1978. 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 6 firms that were recognized as having the necessary qualifications to perform the work were invited to propose. No written record was located indicating the ranking of the proposals. [describe

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

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

\_\_\_A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

\_\_\_A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

\_\_\_B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

\_\_\_C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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



permitted to contract with the county.

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

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

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:**

     a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

10/9/08

Date

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

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

COUNTY OF NASSAU  
Inter-Departmental Memo

Donna B

**TO:** CSEA Local 830  
Att: John Rinaldo

**FROM:** Department of Public Works

**DATE:** October 6, 2008

**SUBJECT:** Proposed Agreement Number H6179AE  
Project Number 6179A

The above design agreement for the West Shore Road Seawall is for an expected construction cost of \$30,000,000. The two-mile long seawall is anticipated to necessitate five sets of construction documents. Nassau County employees have not historically provided design services for a project of this magnitude.

The specifics of this project, with its overlapping jurisdictions, complex design, and sensitive environmental location, require specialized expertise that the County staff does not have. Due to the limited number of projects of this size and type, it is in the County's best interest to utilize a consultant engineering firm with these skills.

If additional project specific information is required, please contact Donna Boyle at extension 1-6817.

Should you still wish to meet with respect to this agreement, please contact Raymond Stefanowicz, Senior Deputy Commissioner, at extension 1-9607.



Raymond A. Ribeiro  
Commissioner

RAR:RS:DMD:lms

c: Raymond Stefanowicz, Senior Deputy Commissioner  
Joseph L. Davenport, Deputy Commissioner  
Dena Miller DeFranco, Deputy Commissioner  
Jerry Laricchiuta, President, CSEA  
Ron Gurrieri, Executive Vice President, CSEA  
Robert Campo, Unit President, CSEA  
→ Donna Boyle, Civil Engineer III



COUNTY OF NASSAU  
Inter-Departmental Memo  
PROPOSED CONTRACT/AGREEMENT MODIFICATION  
(via fax)

TO: CSEA (fax 742-3801)

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

DATE: July 18, 2008

SUBJECT: CSEA Notification of Proposed DPW Contract/Agreement Modification  
Proposed Contract/Agreement Number: H6179AE  
Project Number: 6179A

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

1. DPW plans to recommend a modification to an existing agreement for the following services:  
The County desires to reconstruct a deteriorated seawall on the east of West Shore Road in Mill Neck. Construction of the new seawall will likely require a multi-phase contract. Due to the overlapping jurisdictions, complex design and sensitively environmental location, the expected construction cost of this two (2) mile long seawall is approximately \$30,000,000.00. The construction of a new sidewalk area, bicycle path or bicycle lane is not proposed. No widening or significant realignment (vertically or horizontally) of the existing road is envisioned under this project.
2. The work involves the following:  
Scope of Work:  
Development of a complete package of bid documents, including detailed design plans, an estimate and any non-standard specifications required.
3. An estimate of the cost is: \$ 1,500,000.00.
4. An estimate of the duration is: 5 years.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days, to: DPW, Division of Administration, Att.: Dena Miller DeFranco, Fax 571-9657, (Phone 571-9609).

  
Dena Miller DeFranco  
Deputy Commissioner

DMD:RS:meo'l

c: Raymond Stefanowicz, Senior Deputy Commissioner  
Daniel McCray, Office of Labor Relations  
Donna Boyle, Civil Engineer III

We are transmitting one (1) sheet. If there were problems with this transmission, call 571-9609.



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

1. Name of Firm: LOCKWOOD, KESSLER & BARTLETT, INC.  
Address: ONE AERIAL WAY  
City and State: SYOSSET, NEW YORK Zip Code 11791

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

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

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

SEE ATTACHED LIST

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).

100% owned by Lockwood Enterprises of New York, Inc. which in turn is  
100% owned by LKB Group, LLC a NY Limited Liability Company.

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).

Subsidiaries:

Alemco Development Corporation

LKB Environmental Services, Inc.

LKB Mapping, Inc.

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: 10/21/2008

Signed: 

Print Name: Andre Haddad  
President & CEO

Item 4

LOCKWOOD, KESSLER & BARTLETT, INC.  
LIST OF CORPORATE OFFICERS AND DIRECTORS

Andre Haddad \*

[REDACTED]

President & Chief Executive Officer

Sylvester Celebrini

[REDACTED]

Vice President-Survey & Mapping

Marian Wypyski \*

[REDACTED]

Steven Hanuszek \*

[REDACTED]

Vice President- Construction

Ralph Cuomo

[REDACTED]

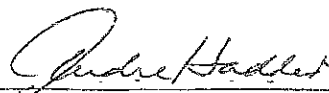
Vice President-Environmental

\*Denotes Director

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

1. Name of Firm: ALEMCO DEVELOPMENT CORPORATION  
Address: ONE AERIAL WAY  
City and State: SYOSSET, NY Zip Code 11791
2. Firm's Vendor Identification Number: [REDACTED]
3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company X Closely Held Corp. \_\_\_\_\_ 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)
- |                        |                                   |
|------------------------|-----------------------------------|
| <u>Andre Haddad</u>    | <u>President &amp; CEO</u>        |
| <u>Steven Hanuszek</u> | <u>Exec. V.P. &amp; Secretary</u> |
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).
- 100% owned by Lockwood, Kessler & Bartlett, Inc.
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: 10/21/2008

Signed: 

Print Name: Andre Haddad  
President & CEO

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

1. Name of Firm: LKB ENVIRONMENTAL SERVICES, INC.  
Address: ONE AERIAL WAY  
City and State: SYOSSET, NEW YORK Zip Code 11791

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

3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company X Closely Held Corp. \_\_\_\_\_ 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)

Andre Haddad President & CEO

Steven Hanuszek Exec. V.P. & Secretary

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).

100% owned by Lockwood, Kessler & Bartlett, Inc.

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 purposes 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: 10/21/2008

Signed: \_\_\_\_\_

Print Name: Andre Haddad  
President & CEO

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

1. Name of Firm: LKB MAPPING, INC.  
Address: ONE AERIAL WAY  
City and State: SYOSSET, NEW YORK Zip Code 11791
2. Firm's Vendor Identification Number: [REDACTED]
3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company X Closely Held Corp. \_\_\_\_\_ 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)
- |                        |                                   |
|------------------------|-----------------------------------|
| <u>Andre Haddad</u>    | <u>President &amp; CEO</u>        |
| <u>Steven Hanuszek</u> | <u>Exec. V.P. &amp; Secretary</u> |
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).
- 100% owned by Lockwood, Kessler & Bartlett, Inc.
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: 10/21/2008

Signed: \_\_\_\_\_

Print Name: Andre Haddad

President & CEO



## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Lockwood, Kessler and Bartlett, Inc., a consultant engineering firm having its principal office at One Aerial Way, Syosset, NY, 11791 (the "Firm" or the "Contractor").

### WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2014 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of Improvements to West Shore Road Seawall, Capital Project 6179A. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

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

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

(2) Testing Laboratory Services.

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

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

### 3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra

Services that may be so authorized, ~~shall not exceed~~ shall not exceed one million, nine hundred forty thousand dollars and no cents (\$ 1,940,000.00).

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

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

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

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

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

#### 4. Ownership and Control of Work Product

##### (a) Copyrights.

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

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

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

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

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

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

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for

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

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

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

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

7. Compliance with Law.

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

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

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

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

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

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

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

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or

appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single

combined limit liability of not less than 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 Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

12. Termination.



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

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

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

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor 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 Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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

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

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

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

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

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

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii)

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

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

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

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

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

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

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

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject

matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty three dollars and no cents (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. Joint Venture.

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

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

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

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

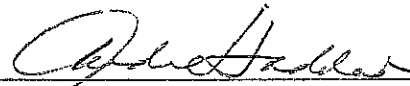
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

{Remainder of page intentionally lefty blank}

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

[FULL LEGAL NAME OF CONTRACTOR IN ALL CAPS]

Lockwood, Kessler & Bartlett, Inc.


By: 

Name: ANDRE HADDAD

Title: PRESIDENT & CEO

Date: 10/22/2008

NASSAU COUNTY

By: 

Name: Ian R. Siegel

Title: Deputy County Executive

Date: 2/20/09

PLEASE EXECUTE IN BLUE INK

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

STATE OF NEW YORK)

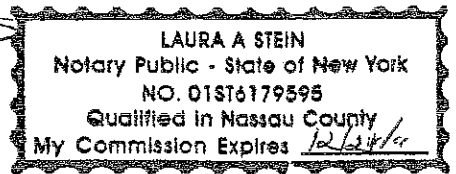
SS.

COUNTY OF NASSAU )

On the 22<sup>nd</sup> day of October in the year 2008 before me personally came Andre N. Haddad to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President & CEO of LKB, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

James A. Smith



STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU )

On the 20 day of Feb. in the year 2009 before me personally came San Jigal to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

James D. Collins  
NOTARY PUBLIC

JAMES G. COLLINS  
NOTARY PUBLIC, State of New York  
No. 4881903  
Qualified in Nassau County  
Commission Expires Dec. 29, 2010

## EXHIBIT "A" - SCOPE OF WORK

The Firm agrees to provide all necessary architectural and engineering services required to professionally accomplish the scope of services for the project in accordance with the terms and conditions contained in this Agreement.

General Project Description: Provide engineering/design services in connection with improvements to West Shore Road seawall, in Mill Neck, NY.

General Scope of Work Description: Investigate and analyze the project/site. Prepare and submit preliminary designs, reports and cost estimates consistent with the Department's goals and budget with respect to the project. Modify such designs, plans and estimates as requested by the Department and prepare final documentation sufficient for the Department to bid and carry out the project in a manner and at cost consistent with the Department's goals and budget for the project. Provide associated support services, including without limitation, attending meetings, obtaining requisite permits and approvals, and performing environmental testing as requested. If authorized by the Department, provide inspection and management services during construction of the project.

Introduction: The County desires to construct a steel sheet pile seawall east of the deteriorated existing seawall. Construction of the new seawall will likely result in damage to the existing roadway and surrounding natural areas due to the use of heavy equipment and changes to the existing drainage patterns, therefore upgrading the existing drainage system, rehabilitating the existing roadway, and the replacement of vegetation, pavement markings, signs, and guide-railing within the ROW are included in this proposal. The construction of a new sidewalk area, bicycle path or bicycle lane is not anticipated. Also, any widening or significant realignment (vertically or horizontally) of the existing road is not envisioned under this project.

### Seawall

The proposed seawall limits extend from a point approximately 800' north of the Long Island Rail Road Bridge that generally follows the existing seawall alignment to its northerly terminus approximately 300' south of the Bayville Bridge. The total length of the new seawall is estimated to be approximately 9000'. It is anticipated that the new wall will be located in front of (east of) the original wall after removal of the gabions, where they exist, in front of the wall. Although this time the County is primarily interested in using cantilevered steel sheeting, a composite or vinyl sheeting material should also be considered in the event structural calculations for steel sheeting indicate that it cannot be installed on a cantilever basis, thereby requiring the use of tie-backs or dead-men piles for additional support. There is no doubt that composite/vinyl sheeting will require tie-backs or dead-men for additional support. If the need for installation of tie-backs or dead-men are required for any of sheeting material, the use of [rust-proof] composite/vinyl sheeting will become a viable alternative for evaluation of cost effectiveness.

Due to the absence of record plans and the assortment of existing seawall construction there is concern that footings may exist below the beach surface. It is also possible that subsurface boulders may exist as well. Installation of the proposed steel sheeting could be impeded by the presence of such subsurface obstacles. Disturbance of the



environmentally sensitive beach area by excavation or other physical methods to probe and expose such conditions will likely not be permitted by the USF&W and DEC. Therefore, the firm will investigate the feasibility of employing other methods, such as ground penetrating radar, to obtain the information. The cost of retaining a qualified subcontractor for such work will be on a pass-through basis to the County.

#### Roadway

It is anticipated that the limits of the roadway restoration will extend along West Shore Road from the north side of the LIRR bridge to the south approach slab of the Bayville Bridge, approximately 10,100'. The restoration work is not intended to substantially alter the existing horizontal or vertical roadway alignment nor raise the roadway above the flood water elevation of 12.1' in the vicinity of the LIRR Bridge.

The existing roadway is curbed along the eastern side only. The feasibility of providing curbing along both sides of the road without extensive re-grading to the west side of the roadway will be investigated. If deemed infeasible, curbing will be restored in kind along the east side only. After installation of the new seawall, drainage, and curbing has been completed, the existing pavement will be overlaid with a minimum 1' thick asphalt wearing surface.

In the event dead-men piles are required to stabilize the proposed sheeting, then it is likely that they will be placed in the area of the northbound lane. This will disturb a significant portion of the roadway, which must then be reconstructed.

Improvements to traffic operations will be limited to new pavement markings and regulatory signage. An upgrade to the County's computerized signalization system is not anticipated for the Cleft Road intersection.

#### Drainage

Currently storm water runoff along West Shore Road is collected in a series of catch basins that are piped through the existing seawall and discharged into the bay. There are also existing ponds and lakes located west of the roadway that appear to collect runoff from the watershed and discharge it into the bay via overflow pipes under West Shore Road. The existing drainage collection system is in a state of disrepair as many of the outlet pipes appear to be clogged and/or disconnected. Aside from the existing natural wetlands, there are no existing storm water treatment systems in place.

Roadway flooding due to major rainfall events and/or waves overtopping the seawall is generally limited to the height of the curb. Excess flow is relieved directly over the existing seawall into the bay. Installation of the new seawall is to be approximately 1' to 2' higher than the existing seawall. This will entrap the flood water on the roadway longer.

It is anticipated that installation of storm water treatment systems and/or structures will be required on this project to protect the sensitive bay waters and satisfy the requirements of the DEC. The DEC and/or USFW may require reducing the velocity of storm water discharge from each of the outfall pipes to limit erosion of the beach and disturbance of habitat.

The existing drainage system will be evaluated and if necessary improvements, will be

designed to accommodate a 10 year storm event. The drainage analysis will be limited to the watershed area draining to the project limits along West Shore Road from the existing ridgeline located to the west of the roadway. This ridgeline will be determined from GIS mapping provided by the County for the area, and supplemented by USGS maps. The feasibility of installing curbing along both sides of the entire length of roadway will be investigated to further improve the collection of runoff along the roadway.

#### Utilities

The existing overhead utilities along the east side of West Shore Road will likely infringe upon the space and clearances required by construction equipment used to build the seawall. It is anticipated that all overhead utilities and utility poles will be temporarily or permanently relocated by others. The relocation of conflicting underground utilities may be necessary should the seawall design require the installation of soil ties.

#### Access and Staging

Access to the site from the seaside will be limited due to the constraints put in place by the environmental agencies. Additionally, there is limited space available between the roadway and seawall for materials or equipment and in some areas utilities and trees may interfere with access. In order to minimize impacts to the site, proposed staging areas within the project limits will be established during the design phase.

#### Maintenance & Protection of Traffic

The construction of the seawall will require use of large equipment to handle and drive the seawall piles. It is likely that the roadway will need to be closed to traffic during the work day. Therefore, a detour route will be designed to accommodate the rerouting of traffic. The working hours of the contractor will be established during final design, and the detour schemes will be coordinated with local emergency services.

#### Landscaping

Construction activities will likely disturb the existing trees and vegetation between the roadway and seawall necessitating replacement with new landscaping material. The new areas that will be created between the new and existing seawalls will require landscaping. It is assumed that landscaping will be limited to shrubs and ground cover materials.

#### Environmental and Permitting

A draft Environmental Impact Study (EIS) was submitted in 1983 for a new seawall along West Shore Road. At this time, LKB will prepare a Long Form Environmental Assessment related to the new proposed design.

#### USF&W

As per the County's understanding with USF&W, the mitigation of impacts to the USF&W jurisdictional lands requires an exchange of land for habitat between the County and the USF&W. In accordance with a recent discussion with the Real Estate Division of USFW, LKB will prepare and submit a map(s) at suitable scale indicating the land area boundaries and associated calculated areas that define the exchange. Another stipulation by the USFW is that the title(s) to the swapped land must be free and clear of private ownership. LKB will research public records to identify properties within the areas of land to be transferred to the USFW that are not publicly owned, and provide this information to the County for their legal considerations.

The County anticipates that a Joint Application for the following permits will be required (additional permits may be identified during the design phase)

- Army Corp of Engineers
- Department of Environmental Conservation
- New York Department of State
- United States Department of Fish and Wildlife

The tasks included in the proposed engineering agreement will include development of a survey, base map, construction plans, and field inspection during construction.

#### Assumptions and Background Information:

The following technical assumptions have been made:

##### Survey Services

1. No survey will be required to locate soil borings.
2. Preparation of working easements will not be required.
3. Title searches and acquisition maps will be prepared for a maximum of 41 properties.
4. Property appraisals will not be performed.
5. Survey will not be required in submerged areas (i.e. below mean low water elevation).

##### Engineering Design Services

1. Soil investigations will be for 20 boring locations.
2. The hydraulic analysis will be based on a watershed area obtained from information on GIS maps provided by Nassau County.
3. It is assumed that two alternative sheeting designs will be developed, these are steel sheeting and non-steel (composite or vinyl) sheeting.
4. Design assumptions include:
  - new sheeting will closely follow the outside limits of the old seawall
  - original existing seawall will remain in place
  - gabions will be removed
  - existing roadway will be restored with a 1" minimum overlay, with no significant horizontal or vertical alignment changes
  - existing curbs, driveway aprons and drainage pipes and structures will be replaced
  - there will be no proposed bicycle path or sidewalk
  - utility relocation work will be by others
  - Cleft Road traffic signal system will not be modified and no temporary traffic signals will be required.
5. It is assumed that all utility relocations, either temporary or permanent, will be designed by others.
6. The habitat land swap with the USF&W will not require detailed (deed like) descriptions or land acquisition style surveyed mapping. Only a topometric plan, at appropriate scale, with closed lines showing the swapped areas and the associated calculated areas will be provided (as per recent discussions with a representative of the USFW Real Estate Unit).

7. NCDPW will prepare the boilerplate sections of the overall bid package document, and then print the necessary sets of the bid package documents for bidding.

#### Environmental Services

1. An EIS will not be necessary. However, the firm will prepare a long form EAF (Environmental Assessment Form) to be submitted to the NYSDEC. In addition, permit documentation will be prepared for other jurisdictional agencies; examples include a Storm Water Pollution Prevention Plan (SWPPP) or a State Pollution Discharge Elimination System (SPDES).

#### Miscellaneous

1. It is assumed that one public meeting would be required.
2. Design level plans will be used for public presentation. Special displays will not include the preparation of photo-simulations. Textual information will be in the form of a project brochure.
3. The project will not be divided into more than four construction phases.

The following data will be provided by Nassau County upon request:

Sample Title, Notes and Legend, MPT, ADA Ramp and other sheets will be sent electronically to aid the engineer in developing plans to the County format.

### **Division I - Study and Report**

#### A. Study Phase.

The study phase is complete for this project as described in the preceding paragraphs.

#### B. Report Phase.

The report phase is complete for this project as described in the preceding paragraphs.

#### C. Permit Applications. (Optional, at the County's Sole Discretion)

If requested by the County, the Firm shall prepare and complete joint applications for all requisite approvals and permits. (as discussed in the above Environmental Services paragraph above)

### **Division II - Design Services**

Upon successful completion of Division I work, and subject to the written direction, control and supervision of the Department, and appropriation of funds by the County Legislature and encumbrance thereof by the County Comptroller for the required purpose, the Firm shall develop plans, specifications and estimates for the improvement of West Shore Road seawall in Mill Neck, in accordance with the following tasks.

From the north side of the LIRR Bridge to the abutment of the Bayville Bridge, create a digital terrain model (DTM) and prepare topographic maps and profiles at appropriate scales for the information shown. The plans will indicate spot and cross-section elevations, and/or 1' contours. The cross section elevations will be at 50' intervals from 10' west of the west side right-of-way of W. Shore Rd. to 25'± east of the existing seawall (or more to establish the mean high water contour).

This survey will also locate valve castings, underground utility markouts, and obtain drainage structure rim elevations, inverts, and conditions (based on visual inspection).

A. Horizontal Control

Establish a precise base line with at least two (2) ties into the Nassau County Geographic Information System (GIS), with a maximum error of closure of 1:50,000. The error of closure shall be distributed according to standard procedures and all angle points coordinated. Before any survey work is started, the Firm shall submit his procedure to the County for approval. The Firm shall use this base line as the reference line for locating all topography, and aboveground and underground facilities. The base line shall be monumented and referenced as necessary to later serve for laying out the construction. Traverse worksheets shall be submitted to the County for review, when completed. Where feasible, the theoretical grade line of the proposed improvement should be used for laying out the construction contract and for cross-sections. The theoretical grade line should be referenced to the aforementioned base line on the Co-ordinated Detail Map.

B. Vertical Control

Provide highest order vertical control system possible, with ties into the same (2) two monuments of the Nassau County GIS as used for base line control, for topographic work and construction mapping. Benchmarks shall be established and documented within the project limits. Benchmarks should be located in such a place so that they will not be destroyed by any anticipated construction work. Bench run worksheets shall be submitted to the County for review, when completed.

C. Base Map

The Base Map shall include all topographic data required for the preparation of detailed contract plans, including, but not limited to the following: horizontal control line and benchmarks as referenced to work described in tasks B and C above; existing elevations obtained by cross sections at a maximum fifty (50) foot stations with additional elevations on the service roads, driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from information supplied by the respective sewer agency; buildings and other man made structures shall be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan. Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed.

D. Detail Map

Prepare a CAD generated coordinated Detail Map (Detail Map) to three (3) decimal places, showing all property line data relative to the survey base line, the proposed center line (or theoretical grade line), the existing and proposed right-of-way lines, and all parcels within the project limits. Said parcels shall be completely defined as per deeds, filed maps or other legal descriptions. Parcels too large to fit on the sheet shall be shown completely by a reduced scale inset, with all boundary distances noted. This map shall be to a scale of one (1) inch equals twenty (20) feet, where possible, and shall include field measurements as well as computed values. Liber and Page of the document relating to the most recent ownership shall be shown on this map. Upon acceptance of the Final Detailed Construction Drawings and Specifications, the Consultant shall submit a reproducible copy of the Detail Map which shall indicate field ties in detail for all critical base line stations, as well as coordinates for all property corners involved in acquisition. These coordinates shall indicate existing field points, as well as final theoretical coordinates held. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

E. Right-of-Way Maps

For purposes of this task, a parcel shall be defined as any fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel. There may be more than one of the above described parcels on any individual property.

The property lines depicted on existing drawings are from tax map record information only. The firm will conduct a property title search and investigation to accurately determine the Right -of-Way of West Shore Road. If it is determined that individual landowners' property (or rights of use) extend across West Shore Road to the waterline, The firm will prepare a list of assessed owners impacted by the proposed habitat land to be created and transferred to the USF&W. A detail calculation map summarizing the property line information will be developed. The firm will prepare individual transfer jurisdiction maps and descriptions of each property. Those documents necessary for the land transfer to the USF&W will be prepared.

If requested by the County, the Firm shall:

1. Prepare a Right-of-Way Acquisition Map on 21 inch by 31-1/2 inch (border to border) standard size sheets showing the fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel to be acquired at a scale of one inch equals twenty feet (1"=20') in accordance with the current standards of the Nassau County Department of Public Works. Changes to this scale require prior County approval.

2. Type a description of each parcel to be acquired using the heading shown on the Property Data Form provided by the Department for each such parcel with information effective not more than thirty (30) days prior to the delivery of the said acquisition map to the Commissioner. Descriptions should be delivered to the County on a computer disc.
3. Supply on a computer disc, a list for each parcel in "Microsoft Excel" or approved equivalent format, all in accordance with County requirements. The information supplied for each parcel shall include the parcel number, name of owner, address of parcel, section, block, and lot of the parcel, and, if applicable, address of absentee owner.

F. Design Plans

The firm shall develop an alignment on the Base and Co-ordinated Detail Map to approximately duplicate the existing geometry. The road cross section shall be as existing. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to a 10 (ten) year frequency storm. Based upon the above criteria, the Firm shall:

Prepare preliminary graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically. Changes to these scales require prior County approval.

Show on said plans the proposed alignment of the road and seawall including: roadway widths, typical sections, layout of drainage system, and limits of restoration.

Prepare and submit a preliminary estimate of the construction cost of the project at current prices. The current prices will be developed using bid prices based on the analysis of recent bid summaries received from other applicable projects and resources (such as NYSDOT Weighted Average Prices).

Submit the preliminary plans for approval by the Commissioner.

Based upon a visual inspection, supplemented by pavement cores taken by the County, considering the proposed profile, and extent of trench restoration, prepare a pavement design report, recommending the limit of pavement replacement, if any.

It is envisioned that the project will be designed in its entirety as one contract, using one sheeting material. If the project is constructed in several stages, this would entail significant plan modifications. These modifications would include:

- Determining the limits of each contract and showing detailed restoration plus required overlap for each contract.

- Design changes necessary for transition of wall end treatments.
- Design changes necessary for termination of utility, drainage and landscaping.
- Revised access and staging areas based upon restriction on previous landscaped or environmentally sensitive areas.
- Revised maintenance and protection of traffic drawings for each contract.
- Updated details and specifications based on experience from previous contracts, and as-built and current site conditions at the time of each of the future phases of construction.

G. Soils, Investigations and Reports\*

\* This task is optional, at the Department's discretion.

If necessary, and upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Firm shall: (i) prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the approval of the successful bidder by the Commissioner and (ii) determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendation.

H. Coordination with Public and Private Utilities

1. Contact all public utility agencies and private utility companies known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations, and to determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance.
2. Perform the necessary liaison work associated with relocation of utilities. However, the Firm shall not be required to design such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities.
3. Provide assistance to the County through the development and preparation of presentation material and attendance at one public meeting with the general public to discuss the project.

I. Final Detailed Drawings and Specifications

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:



1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.
2. Prepare drawings, which shall include all plans, profiles, typical sections, and detailed designs necessary to construct the project, and showing existing grades and proposed profile grades at least at every 50-foot station. Plans shall be prepared with the profile on the top half of the sheet and the plan view on the bottom half, and shall include all information for the particular station interval shown on the plan. Separate sheets for drainage, utility or contours will not be acceptable unless otherwise approved. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information gathered under Task H- Soils Investigations and Reports, shall be incorporated into the Design Plans.
3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.
4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.
5. Prepare a final estimate of construction costs based on current prices for neat quantities.
6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "1964 Standard Specifications for the Construction of Highways and Bridges" plus current amendments or new versions to same.
7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

### Division III - Services During Construction\*

\* Division III is optional, at the Department's sole and absolute discretion.

#### A. General Inspection

1. When requested in writing by the Commissioner, the Firm shall provide general inspection services to include the checking and approving of construction drawings, shop and erection drawings, schedules and other submissions for conformance with the design concept of the project and requirements of the contract documents, bid breakdowns, change order requests, disputed work and any other such items.
2. The Firm shall render consulting services in connection with the execution of the work. In the performance of such services, the Firm shall make such visits to the site as may be necessary to resolve any conflicts concerning the design drawings or for the interpretation of the plans and specifications.
3. The Firm shall update the final detailed contract plans by preparing new as-built mylar drawings showing all field changes for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works. Said data shall also be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

#### B. Field Inspection

When requested in writing by the Commissioner, the Firm shall provide continuous field inspection of construction, which services shall include, but not be limited to the following:

1. Provide a full-time Resident Engineer, together with such other assistants and inspectors as may be agreed upon by the parties hereto as completely adequate in providing continuous field construction review and in coordinating the various phases of work included in the project.

The Resident Engineer, as a minimum, shall be certified as a National Institute for Certification in Engineering Technologies (NICET) Level IV and the inspectors, as a minimum, shall be NICET Level II. It is to be understood that all proposed personnel will require prior approval by the County.

The full-time Resident Engineer shall maintain a daily Job Diary which shall describe the work accomplished on each working day, the number of

men employed at the site by each Contractor; also included in said Diary shall be a description of weather conditions, material shortages, labor difficulties, and any other pertinent information of value and the progress thereon. Copies of these daily reports together with periodical summaries (the periods for summaries shall be agreed upon between the parties hereto) shall be furnished to the County at intervals to be determined by the Commissioner. All data included in the said Job Diary shall be supplemented by analyses thereof to be prepared by the Firm herein, if required. It is the intention of the parties hereto that the Resident Engineer shall maintain telephone communication with the main office of the Firm in order that immediate attention shall be given to the project by the Firm.

The full-time Resident Engineer will advise the County on questions involving interpretation of the plans and specifications and on items requiring approval during construction.

The full-time Resident Engineer will also prepare and deliver estimates of the amount and value of construction work performed during each calendar month and supply certification of quantities of materials.

2. Weekly job meetings shall be held during progress of construction, at which meeting representatives of the Firm and of all prime contractors engaged in the construction shall be present together with such subcontractors as the Firm shall deem necessary to the success of such meetings. It is intended that these weekly meetings will aid in the coordination of the various phases of the project to the end that a more efficient and complete construction shall be accomplished at the earliest possible moment. The Firm agrees to notify the Commissioner in advance in order that a designated representative or representatives of the County may attend and participate in all such meetings. Detailed minutes of meetings shall be prepared by the Firm, and copies thereof furnished to the County.
3. The Firm shall, through his own staff of engineers, interpret all drawings involved in the work, and shall oversee and use his best efforts to secure the proper installation of the work indicated thereon and in accordance with the requirements of the contract documents.
4. The Firm shall provide for use in the performance of his duties hereunder Job Diary Forms, Findings of Fact Forms, and such other documents of a similar nature. Said forms must first be approved by the Commissioner or his designated representatives.
5. The Firm shall maintain and monitor shop drawings and sample logs to insure timely turn around.

6. The Firm shall perform such other services as shall be directed by the Commissioner, it being understood that any and all services to be performed by the Firm shall relate directly to contract inspection in that manner and to that degree heretofore described in the above provisions of this Agreement.

## EXHIBIT "B" - PAYMENT SCHEDULE

Payments to the Firm for all services under this Agreement shall be (i) subject to acceptance and approval by the Department, (ii) made on a percentage-completed basis, (iii) in accordance with the County's payment procedures set forth in Section 3 and (iv) subject to all terms and conditions contained in this Agreement.

### 1. Division I. STUDY AND REPORT

#### A. Task A and Task B – Study and Report.

Fee. The study and report phases are complete for this project as described in the preceding paragraphs therefore the Firm shall not be paid any fee for work in connection with the Study and Report tasks.

#### B. Task C – Permitting.

In the event the Department exercises its option to include the Permitting task, for all work in connection with this task, the Firm shall be paid direct salaries of its technical employees employed on the project computed on a time and hourly rate basis using the actual rates of pay for each employee, not to exceed those set forth on a County approved personnel list to be submitted by the Firm in advance of any work, times a multiplier of two and seventy-five hundredths (2.75) not to exceed a total rate of One Hundred Fifty-Five (\$155.00) Dollars per hour. Technical employees shall mean employees trained in areas of technical competence, such as architecture, engineering, drafting, surveying and related specialties, but does not include clerical or administrative support. Notwithstanding the forgoing, the Firm agrees that the total fee to complete all work in connection with this section shall not exceed fifty-nine thousand (\$ 59,000.00) Dollars.

### 2. Division II. DESIGN SERVICES

The Firm agrees to pay its field survey personnel no less than the rates set forth in the current New York State Department of Labor Schedule of Prevailing Wage, as well as any established supplemental rates and benefits. However, with regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use. The multiple shall be understood to include the supplemental rates and benefits.

A. Horizontal Control. For the services described in Exhibit A, Division II, Task A - Horizontal Control, All fees associated with the Base Map include Horizontal Control.

B. Vertical Control. For the services described in Exhibit A, Division II, Task B - Vertical Control, All fees associated with the Base Map include Vertical Control.

C. Base Map. For securing and plotting of all surveys and topographic data for maps described in Exhibit A, Division II, Task C - Base Map, the fee the Firm shall be paid to complete all work in connection with this section shall not exceed sum of Ninety Thousand, (\$90,000) per mile for all work from the north side of the LIRR Bridge to the abutment of the Bayville Bridge, creating a digital terrain model (DTM) and prepare topographic maps and profiles at appropriate scales for the information shown. The plans will indicate spot and cross-section elevations, and/or 1' contours. The cross section elevations will be at 50' intervals from 10' west of the west side right-of-way of W. Shore Rd. to 25'± east of the existing seawall (or more to establish the mean high water contour).

This work will also locate valve castings, underground utility markouts, and obtain drainage structure rim elevations, inverts, and conditions (based on visual inspection).

D. Detail Map. For the services described in Exhibit A, Division II, Task D - Detail Map, the Firm shall not be paid any fee. All fees associated with the Base Map include production of the Detail Map.

E. Right-of-Way Maps For preparation of Right-of-Way Maps, as described under Exhibit A, Division II, Task E, - Right-of-Way Maps, the Firm shall be paid a total fee to complete all work in connection with this section shall not exceed of seventy-five thousand (\$ 75,000) dollars.

F. Design Plans. For the services described in Exhibit A, Division II, Task F, Design Plans, the Firm shall receive a flat fee for the complete construction contract prepared. For purposes of this Agreement, the Final Design Cost paid to the firm shall be a fee to complete all work in connection with this section shall not exceed of one million four thousand (\$ 1,004,000) dollars.

In the event the County requests the firm revise the construction project into several stages the firm would be paid and additional fee the total fee to complete all work in connection with this section shall not exceed one hundred and seven thousand (\$ 107,000) dollars.

#### Progress Payments for Design Services

(1) During the progress of the preliminary plans as per Exhibit A, Division II, Task F, the Firm shall be paid at a rate of two and seventy-five hundredths (2.75) times the direct salaries not to exceed a total rate of One Hundred Fifty-Five (\$155.00) Dollars per hour, in monthly installments up to forty (40%) Percent of the Base Design Fee for the Design Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.

(2) During the progress of the design for a construction contract as per Exhibit A, Division II, Task F, the Firm shall be paid at a rate of two and seventy-five hundredths (2.75) times the direct salaries not to exceed a total rate of One Hundred Fifty-Five

(\$155.00) Dollars per hour, in monthly installments up to an accumulated total of eighty (80%) percent of the Base Design Fee as determined by the percentage of work completed shown by the monthly progress reports and approved by the Commissioner. When the design for a construction contract is submitted to the Commissioner for approval, the Firm shall be paid such additional amounts as are necessary to bring the total payments under this Task up to 80% of the Base Design Fee.

(3) When the design for a construction contract has been fully completed and all necessary work has been accepted by the Commissioner in writing, the Firm shall be paid an amount equal to five (5%) percent of the Base Design Fee.

(4) When the bids for the construction contract have been received and the County has awarded the contract, the Base Design Fee and the Net Cost of Construction shall be adjusted accordingly based on the contract award amount. Upon award of contract, the Firm shall be paid such additional amounts as are necessary to bring the total payments under this Task up to ninety (90%) percent of the Base Design Fee.

(5) Upon completion of all construction contract work based on the plans prepared by the Firm and the work accepted by the County, the Firm shall be paid such additional amounts as are necessary to bring the total payments under this Task up to one hundred (100%) percent of the Base Design Fee based on actual construction cost as defined in this Agreement.

(6) It is understood and agreed that at the time the County makes final payment as provided in subdivision (5) above, that final payment shall be equal to the final fee less any prior progress payments.

(7) If an award of contract is not made within two (2) years after the plans and contract documents have been completed and accepted in writing by the Commissioner, the Firm shall be deemed to have earned full payment for the design services based upon a basic fee computed, using an approved net quantity cost estimate, submitted in accordance with the terms of this Agreement. Acceptance of final payment under this clause shall preclude the Firm from further payment(s) on the basis of an actual construction cost determined after the expiration of such two (2) year period.

G. Soils, Investigations and Reports - For the services described in Exhibit A, Division II, Task G - Soils, Investigations and Reports, the Firm shall be paid based on the hourly rates set forth below for Service During Construction. Costs associated with a boring subcontractor, lab testing or such other related expenses shall be paid as reimbursable expenses for actual costs incurred in accordance with Section 2(c) of this Agreement. This cost will not exceed sixty thousand (\$ 60,000) dollars.

H. Coordination with Public and Private Utilities - For the services described in Exhibit A, Division II, Task H - Coordination with Public and Private Utilities, paragraph 3, the Firm shall be paid a fee not to exceed twenty-five thousand (\$ 25,000) dollars.

I. Final Detailed Drawings and Specifications - For the services described in Exhibit A, Division II, Task I, Final Detailed Drawings and Specifications, the Firm shall not be paid any additional fee. This Section shall be considered part of Exhibit A, Division II, Task F, Design Plans.

#### Division III. SERVICES DURING CONSTRUCTION

In the event that the County chooses to engage the firm to provide services under this Article, payment shall be made in accordance with the following:

A. General Inspection. For all work in connection with Exhibit A, Division III, Task A, General Inspection, the Firm shall be paid direct salaries of its technical employees employed on the project computed on a time and hourly rate basis using the actual rates of pay for each employee, not to exceed those set forth on a County approved personnel list to be submitted by the Firm in advance of any work, times a multiplier of two and seventy-five hundredths (2.75) not to exceed a total rate of One Hundred Fifty-Five (\$155.00) Dollars per hour. Technical employees shall mean employees trained in areas of technical competence, such as architecture, engineering, drafting, surveying and related specialties, but does not include clerical or administrative support.

B. Field Inspection. For all work in connection with Exhibit A, Division III, Task B, Field Inspection, the Firm shall be paid direct salaries of its non-technical employees employed on the project computed on a time and hourly rate basis using the actual rates of pay for each employee, not to exceed those set forth on a County approved personnel list to be submitted by the Firm in advance of any work, times a multiplier of two and three tenths (2.3) not to exceed a total rate of One Hundred Fifty-Five (\$155.00) Dollars per hour. Non-technical employees shall mean employees who do not have the experience, technical training and/or approval of the Department to be classified as technical employees.

#### IV. Miscellaneous

Extra Services - If the Contractor is required to perform Extra Services, as full consideration for the Extra Services, the Contractor shall be paid an amount which is reasonable and customary and, in any event, consistent with the Contractor's billings for comparable services rendered pursuant to this Agreement. Payments for Extra Services shall be made on a percentage-completed basis in accordance with the County's payment procedures set forth in Section 3 of this Agreement.



## Appendix "EE"

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to

comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

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

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

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any

other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

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

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

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

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

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

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

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

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

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

## APPENDIX "L"

### Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

ANDRE HADDAD (Name)

One Aerial Way, Syosset, N.Y. 11791 (Address)

516 938 0600 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

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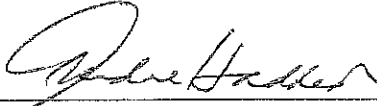
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

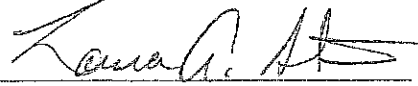
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

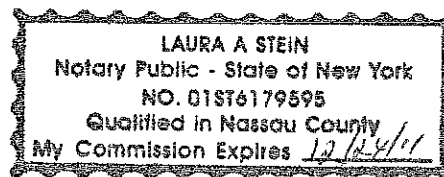
10/22/2008  
Dated

  
Signature of Chief Executive Officer

ANDRE HADDAD  
Name of Chief Executive Officer

Sworn to before me this  
22<sup>nd</sup> day of October, 2008.

  
Notary Public





## Appendix "U" – Collective Bargaining

### Title 56

#### COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

##### § 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

##### §2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

- 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and

- 2.) whether to become a member of any labor organization.
- B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
- C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.
- D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.
- E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.
- F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.
- G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.
- H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.
- I.) "Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.
- J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

- K. "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.
- L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.
- M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.
- N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.
- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

### §3. Prohibitions

- A) A County contractor shall not use any of County funds to assist, promote or deter union organizing.
- B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
- C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
- D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
- E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
- F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee,

recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.

- G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.
- H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.
- I.) Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

#### § 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

- A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation,

planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

- A) This law shall apply to any contracts awarded on or after the effective date of this law.
- B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
  - 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
  - 2.) allowing a labor organization or its representative's access to the employer's facility or property;
  - 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
  - 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.
- 2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:

- a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
  - b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
  - c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
  - d.) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
  - e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.
- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.
- 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

#### § 7. Penalties.

- A) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those

funds. Such penalty shall not be paid by the contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.

- B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

#### Section 8. Enforcement.

- A.) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

#### § 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

#### § 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.