



E-140-17

Contract ID: CFPW09000054

Department: Public Works

Capital: X

SERVICE: CM Cedarhurst & Lawrence Demo

NIFS ID #: CLPW17000017

NIFS Entry Date: 07-APR-17

Term: from 26-OCT-09 to 25-JUN-19

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

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

Vendor Info:	
Name: Lockwood, Kessler & Bartlett	Vendor ID#: 111015370
Address: One Aerial Way Syosset, NY 11791	Contact Person: Steven Hanuszek
	Phone: 516-938-0600

Department:
Contact Name: Kenneth Arnold
Address: 1194 Prospect Avenue Westbury, NY 11590
Phone: 516-571-9607

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NASSAU COUNTY
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Routing Slip

Department	NIFS Entry: X	11-APR-17 -- LDIONISIO
Department	NIFS Approval: X	26-APR-17 -- KARNOLD
DPW	Capital Fund Approved: X	26-APR-17 -- KARNOLD
OMB	NIFA Approval: X	03-MAY-17 -- RDALLEVA
OMB	NIFS Approval: X	03-MAY-17 -- MVOCATURA
County Atty.	Insurance Verification: X	26-APR-17 -- NSARANDIS
County Atty.	Approval to Form: X	26-APR-17 -- NSARANDIS
Dep. CE	Approval: X	02-JUN-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	22-MAY-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To Amend a Personal Services Agreement with Lockwood Kessler and Bartlett to continue providing construction management services for the Consolidation of Sanitary Sewer Services to Inwood and the Villages of Cedarhurst and Lawrence.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993. (Detailed procurement outlined in June 30, 2009 memo to Deputy County Executive Siegel and attached to the initial Agreement Package)
Procurement History: A Request For Proposal (RFP) was advertised in Newsday and the County website in April 2009, with technical proposals received on April 23, 2009. Six (6) firms responded to this RFP. Five (5) of the firms were considered local firms (firms having a main or significant branch office in Nassau or Suffolk County). Proposals were evaluated by NCDPW personnel on June 3, 2009.
Description of General Provisions: This extension of the existing personal services agreement is through June 25, 2019 without any increase in the Amount of Consideration. Payment remains on a multiplier of payroll basis as defined in the personal services agreement.
Impact on Funding / Price Analysis: None
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW	Revenue		1	CSW/35110/fsa/003	\$ 0.01
Control:	35110	Contract:				\$ 0.00
Resp:	FSA	County	\$ 0.00			\$ 0.00
Object:	0003	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:	35110	Capital	\$ 0.01			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01

RENEWAL	
% Increase	
% Decrease	

RULES RESOLUTION NO. – 2017

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler & Bartlett, Inc. for construction management services in connection with the Consolidation of Sewer Services in Inwood and the Villages of Cedarhurst and Lawrence, 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.

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 and Bartlett, Inc.

CONTRACTOR ADDRESS: One Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 111015370

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

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

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

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

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

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

The contract was originally executed by Nassau County on October 26, 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 a Request for {Proposals was advertised in Newsday and the County Website in April 2009, with technical proposals received on April 23, 2009. Six (6) firms responded to this RFP and proposals were evaluated by NCDPW personnel on June 3, 2009.

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

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

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

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

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

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

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

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

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

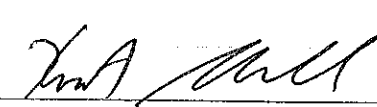
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

X. ☒ Vendor will not require any sub-contractors.

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



Department Head Signature

4/29/17

Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No

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: March 1, 2017

Signed: 

Print Name: Andre Haddad, PE

Title: President/CEO

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COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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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

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

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.

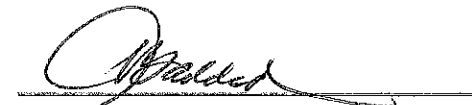
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: 3/1/2017

Signed:



Print Name:

Andre Haddad, PE

Title:

President/CEO

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

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

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.

1. Principal Name Andre Haddad, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip Hicksville, NY 11801
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

- 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) _____

- Rev. 3-2016

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.

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 1st day of March 2017

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

Andre Haddad, PE

Print name

Andre Haddad
Signature

President/CEO

Title

Date 3/1/2017

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
Brian Ednie	Vice President
Paul Iappano	Vice President

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

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 Smithtown, NY 11787
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.)

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, 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 1st day of March 2017

Sharon Frisina
Notary Public



Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Steven Hanuszek, PE

Print name

Steven Hanuszek
Signature

Executive Vice President

Title

Date 3/1/2017

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	
Brian Ednie	Vice President	
Paul Lappano	Vice President	

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	

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 Marian Wypyski,
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip Nesconset, NY 11767
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.)

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

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

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

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

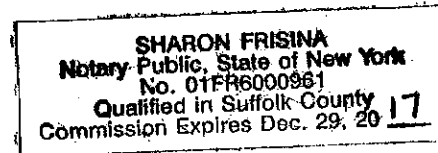
CERTIFICATION

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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 1st day of March 2017

Sharon Frisina
Notary Public



Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Marian Wypyski, PE

Print name

Marian Wypyski

Signature

Director of Civil Engineering

Title

Date 3/1/2017

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
Brian Edhle	Vice President
Paul Lappano	Vice President

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

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 Raymond Wegener
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip Rockaway Point, NY 11697
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.)

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

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

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

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

CERTIFICATION

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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 1st day of March 2017

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

Raymond Wegener

Print name

Raymond Wegener
Signature

Project Engineer

Title

Date 3/1/2017

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	EVF, Secretary & Director
Marian Wypyski	Director
Brian Ednie	Vice President
Paul Lappano	Vice President

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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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 Bellmore, NY 11710
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.

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

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
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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, 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 1st day of March 2017

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

BE
Signature

Vice President - Civil Engineering

Title

3 / 1 / 2017
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
Brian Ednie	Vice President
Paul Lappano	Vice President

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
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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 Paul Lappano
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip Port Jefferson Station, NY 11776
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 X NO
If Yes, provide details. See attached chart.

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 1st day of March 2017

Sharon Frisina
Notary Public

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

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Paul Lappano, PE, BCEE, LEED AP

Print name

Paul Lappano
Signature

Vice President - Environmental Services

Title

3 / 1 / 2017
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 Wiegner	Member	12%

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Steven Hanuszek	Executive Vice President
Marian Wypyski	Director

Lockwood, Kessler & Bartlett, Inc.
11-1015370

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Steven Hanuszek	EVP, Secretary & Director
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54-0841793

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Andre Haddad	President
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Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: March 1, 2017

Lockwood, Kessler & Bartlett, Inc.

- 1) Proposer's Legal Name: _____
2) Address of Place of Business: One Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years:

351 Manville Road, Pleasantville, NY 10570 and One Exchange Place, 21 West Main Street, Waterbury, CT 06702

- 3) Mailing Address (if different): Same as above

Phone : 516-938-0600

Does the business own or rent its facilities? Rent

- 4) Dun and Bradstreet number: 006994487

- 5) Federal I.D. Number: 11-1015370

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

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

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

- 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 ☒

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.

- 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 Consultant's Disclosure Form
- 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 C 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

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

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

CERTIFICATION

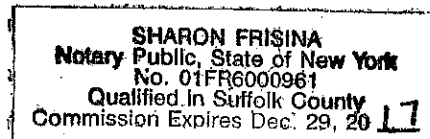
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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 1st day of March

2017

Sharon Frisina
Notary Public



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

By: Andre Haddad, PE

Andre Haddad
Print name
[Signature]
Signature
President/CEO
Title

Date 3/1/2017

LKB Group, LLC 11-3467828		
Principal Owner	Title	Share
Andre Haddad	Chairman of the Board of Managers	31%
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Officers		
	Title	
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

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: 11-1015370

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., One Aerial Way, Syosset, NY 11791

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]

Marian Wypyski, PE, Director, [REDACTED]

Raymond Wegener, Member, [REDACTED]

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

Subsidiaries: Alemco Development Corp.

LKB Environmental Services, Inc.

LKB Mapping, Inc.

Affiliate: One Aerial Way Realty, LLC

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

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

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

None

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

None _____

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

None _____

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

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

3/1/2017
Dated: _____

Signed:  _____

Print Name: Andre Haddad, PE _____

Title: President/CEO _____

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 NO. 4

THIS AMENDMENT No. 4 (this "4th Amendment"), dated as of the date this amendment is executed 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 and Bartlett, Inc., a consulting engineering firm having its principal office at One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number S35110M between the County and the Firm, executed on behalf of the County on October 26, 2009 (the "Original Agreement"), as amended by certain amendments executed on March 7, 2014, April 13, 2015 and February 19, 2016 (the "Amended Agreement"), the Firm is performing certain services for the County in connection with construction management services associated with the Consolidation of Sewer Services in Inwood, and the Villages of Cedarhurst and Lawrence, which services are more fully described in the Amended Agreement; and

WHEREAS, the term of the Original Agreement, as amended, was from October 26, 2009 through June 25, 2017 (the "Amended Term") and

WHEREAS, the County and the Firm desire to amend the Amended Agreement to reflect the agreement of the parties with respect to the matters addressed in this **4th Amendment**.

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


1. Term Extension. The Amended Term shall be extended for **twenty-four (24)** months, so that the termination date of the Amended Agreement, as amended by this **4th Amendment** shall be **June 25, 2019**.

2. Full Force and Effect. All the terms and conditions of 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 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 AND BARTLETT, INC.

By: 
Name: Andre Haddad, PE
Title: President/CEO
Date: March 1, 2017

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

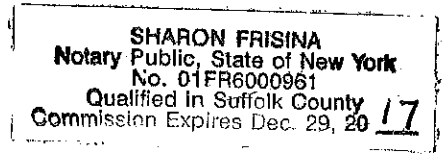
)ss.:

COUNTY OF NASSAU)

On the 1st day of March in the year 2017 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.

NOTARY PUBLIC

Sharon Frisina



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: March 6, 2017

SUBJECT: Consolidation of Sanitary Sewer Services
Inwood, Cedarhurst and Lawrence
Recommendation to Amend Professional Services Agreement with
Lockwood Kessler and Barlett, Inc. for
Construction Management Services
Agreement No.: S35110M
Encumbrance No.: CFPW09000054
Capital Project No.: 35110

Lockwood Kessler and Bartlett, Inc. (LKB) has been providing construction management services for the subject project. The term of their personal service agreement expires on June 25, 2017. It is the intent of this Department to amend the existing agreement to extend those services for an additional two (2) years from June 25, 2017 through June 25, 2019, without increase in fee.

Construction contracts for the subject project were awarded in November 2009. The scope of work included the diversion of flow from the Villages of Cedarhurst and Lawrence to Inwood Pump Station plus the decommissioning and demolition of the existing Cedarhurst and Lawrence sewage treatment plants. Construction of the diversion project is complete but the decommissioning and demolition was delayed due to issues with the Bay Park Sewage Treatment Plant and Superstorm Sandy.

The decommissioning and demolition of the existing pump stations scope of work has been re-bid and is pending award. The services of the construction manager are required to oversee the decommissioning and demolition of the existing sewage treatment plants.

Lockwood Kessler and Bartlett, Inc., having been selected as the construction manager for this project, should continue to be retained based on their technical expertise, extensive knowledge and understanding of the subject project and the ability for the County to realize significant CM fee value associated with the construction management services.



Office of the County Executive
Richard R. Walker, Chief Deputy County Executive
March 6, 2017

Page 2

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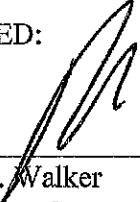
Please sign this memorandum signifying your approval or disapproval of this contact amendment and return this memorandum to this office.


Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:JLD:RM:rp

c: Shila Shah-Gavnoudias, Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Joseph N. Walker, Assistant Superintendent of Water Supply
Edward F. Visone, Assistant Superintendent of Sanitary Construction
Loretta Dionisio, Hydrogeologist II

APPROVED:


Richard R. Walker
Chief Deputy County Executive

3/7/2017
Date

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2017

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

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: Alyson Lavery PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 1-516-706-2973 E-MAIL ADDRESS: mbuonomo@genattgrp.com															
INSURED Lockwood, Kessler & Bartlett, Inc. One Aerial Way Syosset NY 11791-NY		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><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></tbody></table>		INSURER	NAIC #	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 D:																	
INSURER E:																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** 1577682815**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6806H809894	1/31/2017	1/31/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & 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)	\$1,000,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
EACH OCCURRENCE	\$1,000,000																			
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PRODUCTS - COMP/OP AGG	\$2,000,000																			
	\$																			
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA9A487981	1/31/2017	1/31/2018	<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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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP003864T724	1/31/2017	1/31/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000		\$								
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AGGREGATE	\$10,000,000																			
	\$																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below 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	PROFESSIONAL LIABILITY		DPL650217	3/21/2017	3/21/2018	<table border="1"><tr><td>\$5MILL PER CLAIM</td><td>\$5MILL PER AGG</td></tr></table>	\$5MILL PER CLAIM	\$5MILL PER AGG												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: CONSOLIDATION OF SANITARY SEWER SERVICES - VILLAGE OF CEDARHURST AND LAWRENCE, PUMP STATION IMPROVEMENTS AT INWOOD PUMP STATION AND LAWRENCE WPCP, SEWAGE COLLECTION PIPING AND FORCE MAINS, CAPITAL PROJECT 35110
NASSAU COUNTY IS INCLUDED AS ADDITIONAL INSURED ON ALL POLICIES EXCEPT PROFESSIONAL LIABILITY

CERTIFICATE HOLDER**CANCELLATION 30 DAY**

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

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

AUTHORIZED REPRESENTATIVE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

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

mdlly
3/1/17

Signature



Date

Name of Organization

Lockwood, Kessler & Bartlett, Inc.

Address of Organization

One Aerial Way, Syosset, NY 11791

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CONSULTANT AND CONTRACTOR EVALUATION FORM

Contract No.: S35110-02M Number of Prime Contracts: n/a

Contract Desc: Construction Management Services for the Consolidation of Sanitary Sewer Services Inwood Cedarhurst and Lawrence. Decommissioning of Cedarhurst & Lawrence WWTP and conversion to pump station.

Contract Type: Professional Service Agreement (CM) Contract Amt: \$2,965,813.00

Firm's Name: Lockwood Kessler and Bartlett, Inc. Vendor I.D.: 111015370

Address: One Aerial Way, Syosset, NY, 11791

Contract Completion Date: 25-Jun-17

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

Work Quality	<u>G</u>	Physical Facilities	<u>G</u>
Reliability	<u>G</u>	Technical Ability	<u>G</u>
Accountability	<u>G</u>	Record Keeping	<u>G</u>
Achieving Schedule	<u>G</u>	Cooperation	<u>G</u>
Substitution of Materials	<u>G N/A</u>	Supervision	<u>G</u>
Attendance at Meetings	<u>G</u>	Organization	<u>G</u>
Litigation (Y/N)	<u>N</u>	Adequacy of Personnel	<u>G</u>
Compliance with Contract	<u>G</u>	Safety Compliance	<u>G</u>
		Overall Performance	<u>G</u>

Comments (Mandatory for U Ratings) _____

Rated by:

Edward Vane

Title:

ASST Supt SAN CONST

Date:

3-10-17

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Ave, Mineola, New York 11501 (the "County"), acting for and on behalf of the Department of Public Works having its principal office at 1194 Prospect Ave., Westbury N.Y. 11590 (the "Department") and (ii) Lockwood Kessler and Bartlett, Inc. a consultant engineering firm having its principal office at One Aerial Way, Syosset, N.Y. 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 the three (3) year anniversary of the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of Construction Management Services to the Department's Construction Management Unit: Environmental Construction Group. These services are to be provided in connection with the Consolidation of Sewer Services for the Villages of Cedarhurst and Lawrence, Pump Station Improvements at Inwood Pump Station and Lawrence WPCP, and Sewage Collection Piping and Force mains. The specific work divisions and deliverables 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 of the Department. 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, controlled inspections, and the like.

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

(4) 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.

(5) 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 Two Million Four Hundred Thousand Dollars (\$2,400,000).

(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" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

(d) Protection of Client Information. The firm acknowledges and agrees that all information that the Firm acquires in connection with the 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 (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. Joint Venture.

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

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

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

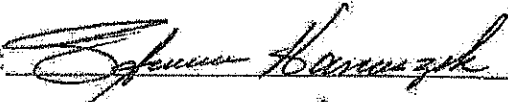
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

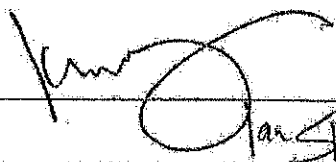
and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

Lockwood Kessler and Bartlett, Inc.

By: 
Name: STEVEN HANDWERKER
Title: EXEC. V.P.
Date: 7/14/09

NASSAU COUNTY

By: 
Name: Deputy County Executive
Title: Deputy County Executive
Date: 10-26-09

PLEASE EXECUTE IN BLUE INK

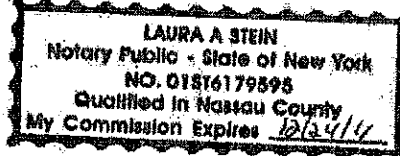
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 14th day of July in the year 2009 before me personally came Steven G. Haryszak 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 Executive Vice President of Lakeland Kessler & Barthel 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.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 26 day of Oct. in the year 2009 before me personally came Jim Sigel to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



JAMES G. COLLINS
Notary Public, State of New York
No. 4881903
Qualified in Nassau County
Expires Dec. 28, 2014

Exhibit "A"

DETAILED SCOPE OF SERVICES

The services to be provided by the Firm under this Agreement shall consist of Construction Management Services to the Department's Construction Management Unit: Environmental Construction Group. These services are to be provided in connection with the Consolidation of Sewer Services for the Villages of Cedarhurst and Lawrence, Pump Station Improvements at Inwood Pump Station and Lawrence WPCP, and Sewage Collection Piping and Force mains (the "Project"). These services shall include, but are not limited to the furnishing of a resident engineer, construction inspector(s), scheduling services, cost estimating services, evaluation of contractor claims, tracking and creating all project correspondence, and all other construction related services during the Project's duration.

The Firm shall provide comprehensive construction and post-construction phase services. The scope of services to be performed in the respective phases (which may overlap) is summarized below.

Construction Phase Services

Commencement and Duration - The Construction Phase will commence with the award of a construction contract for the Project and will terminate upon final acceptance of the Project in its entirety by the County. The construction phase is scheduled for 24 months.

General Construction Administration - The Firm shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The Firm will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. The Firm shall administer the construction of the Project, including scheduling of the work and coordination of the Construction Contractor ("CC"). The Firm shall maintain competent full-time staff at the project site to administer the project at all times work is being performed by CC. The Firm shall furnish its staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc.

Site Conditions - As portions of the Project become accessible, the Firm shall promptly and diligently investigate existing conditions

and report to the County and the Design Engineer, those conditions which differ substantially from the information contained in the Construction Documents. The Firm shall collaborate with the County and the Design Engineer to devise appropriate modifications to the Contract Documents.

Quality Assurance - The Firm shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the Firm's routine observation of the work of the CC with respect to conformance to the Construction Documents. The Firm shall endeavor to guard the County against defects and deficiencies in the work, and shall coordinate testing and controlled inspection by third parties with the work of the CC. The Firm shall promptly notify the County, Design Engineer, and CC, as applicable, of defective, deficient, and/or non-conforming work, and shall make recommendations for correction/resolution. The Firm shall track all defective and non-conforming work through correction until final acceptance by the County.

Scheduling - The Firm, with the cooperation of the CC, shall prepare the Master Construction Schedule. A Critical Path Method Schedule is not necessary but a bar chart with sufficient detail for successful tracking of the project will suffice. Schedule shall be prepared in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The Firm shall evaluate CC's requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. The Firm shall update the Master Schedule monthly to show progress. Compile 2-week look-ahead schedules from the Master Schedule and augment same with detail provided by the CC. The Firm shall prepare Schedule updates as necessary to reflect changes and show the impact of changes to the completion milestones. Direct the CC to prepare recovery schedules, as needed.

Cash Flow Forecast - With the cooperation of the CC, the Firm shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast.

Monitor Progress - The Firm shall monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, the CC's trade labor and equipment, and all pertinent details relative to the progress of the Project. Augment the written reports with photographic documentation of

the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Project are encountered. The Firm shall pro-actively monitor the progress of the Project, taking such steps (on behalf of the County) as are authorized under the CC's contract, to ensure that the CC's workforce is sufficient and the work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Design Engineer, or others, bring such matters promptly to the attention of the County for resolution.

Information Management System - The Firm shall implement an information management system to track and update the status of all pertinent project information, including the Firm's daily reports. The Firm shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The Firm shall track all drawings, CC submittals, meeting minutes, requests for information, bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents, which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well organized and the information maintained current at all times. The Firm shall receive the CC's submittals such as shop drawings, product data, and samples, promptly review them for completeness and responsiveness, log and finally distribute them to the Design Engineer for review and approval; within 48 hours of receipt by the Firm of CC's submittals. The Firm shall return submittals to the CC within 24 hours of receipt from the Design Engineer, and shall update the submittal log accordingly. The Firm shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CC.

CC Payments: - The Firm shall receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. The Firm shall correlate CC's payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The Firm's recommendation for payment shall constitute a representation to the County, that, to the best of the Firm's knowledge, information and belief, the Project has progressed to the point indicated, and the quality of the work is in accordance with the Contract

Documents.

Meetings – The Firm shall schedule and conduct regular weekly meetings with the CC, the Design Engineer, the County, and others, where necessary to plan and coordinate the work, discuss progress, and solve problems related to the Project. The Firm shall also attend weekly meetings with the County and/or the Design Engineer. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the Firm at these meetings shall be at no additional cost to the County.

Reporting – The Firm shall prepare monthly written progress reports and deliver five (5) copies of same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

- A. Executive Summary
- B. Progress Narrative - supported by photographs and the project schedule updated to show progress
- C. Issues Report - Report on all critical and important issues, which require the attention of the County
- D. Change Orders - log the status of change orders (e.g., potential, proposed, pending, processed)
- E. CC Payment Summary - Include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work
- H. Attachments - attach photographs, logs, reports, etc. which are germane to the Issues Report.

Safety - The Firm shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information between the CC and the Nassau County Plant and Construction personnel. The Firm shall not have control over or charge of the work and the Firm shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. The Firm shall not be responsible for the CC's failure to carry out the work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the Firm shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC.

Changes - The Firm shall review all Supplementary Bulletins prepared by the Design Engineer prior to their issuance; prepare cost estimates; review CC's proposals; and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope and reason for the changed work. The Firm shall evaluate the CC's proposed adjustment to contract price and time; and assist the County in negotiating Change Orders. Where changes are, or may be, the result of the Design Engineer's error or omission, the Firm shall confidentially inform the County of such, and shall track all such changes separately on the County's behalf. The Firm shall keep a log of all Requests for Information, Bulletins, Proposals and Change Orders.

Partial Occupancy and Beneficial Use - The Firm shall assist the County in determining dates of Partial Occupancy of the work, or portions thereof, designated by the County; and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Design Engineer of incomplete or unsatisfactory work, prepare schedules for completing and correcting the work, and monitor the completion/correction.

Field Office - The Firm will be provided space within the Construction House and/or field trailer for use as temporary offices, during the construction phase. All the Firm's office equipment and supplies, including, but not limited to computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained, and subsequently removed by the Firm, and the cost of same is included in the Firm's Fee. Telephone service and up to 2 lines and telephones will be provided to the Firm for exclusive use on this project, by the County.

Construction and Post-Construction Phase Services

Contract Closeout - The Firm shall conduct final inspections with Design Engineer and the County, at the completion of each prime contract of the Project, and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the Project will be completed by two prime contractors and that multiple final inspections are needed. The Firm shall compile project record documents collected during the construction phase and supplement with any information collected following occupancy. The Firm shall review the as-built drawings provided by the CC and verify that the as-built drawings, to the best of the Firm's knowledge, based upon the Firm's observations during the progress of the Project, document the

actual construction of the Project. The Firm shall then transmit the verified as-built drawings to the Design Engineer for the preparation of record drawings. The Firm shall schedule and record/document the training of County personnel with respect to the operation and maintenance of components and systems.

CC Claims and Disputed Work - The Firm shall promptly review the CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the work is disputed, promptly refer the matter(s) under dispute to the Design Engineer for interpretation. Confer with the Design Engineer, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, and at no additional cost to the County, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are held during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the Design Engineer's determination, where applicable.

Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the Firm to perform any act or render any services other than those of a professional Construction Manager ("CM"), as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the CM to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Design Engineer.

Exhibit "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Two Million Four Hundred Thousand Dollars (\$2,400,000).

Compensation for services provided under the terms of this Agreement shall be on a monthly basis, the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two point three (2.30).

Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

The Firm shall be reimbursed for the actual cost of "out-of-Pocket" expenses that have been approved in writing by the Commissioner of Public Works.

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and fifty dollars (\$150.00).

Proposed Fee

Consolidation of Sewer Services Villages of Cedarhurst & Lawrence
Pump Station Improvements at Inwood Pump Station and Lawrence WPCP
and Sewage Collection Piping and Force Mains
Capital Project 35110
RFP No. PW-S35110M

DIRECT SALARY COSTS

Title	Hourly Rate	Total Hours	Direct Salaries
Construction Support			
Senior Engineer	\$50.00	0	\$0
Engineer	\$37.50	0	\$0
Drafter	\$30.00	0	\$0
		Subtotal	\$0
Construction Management			
Project Manager	\$55.00	372	\$20,460
Resident Engineer	\$50.00	4200	\$210,000
Chief Inspector	\$47.00	4112	\$193,264
Sr. Inspector/Office Engineer	\$45.00	4032	\$181,440
Inspector	\$43.34	3944	\$170,933
Electrical Inspector	\$40.00	3776	\$151,040
		Subtotal	\$696,677

TOTAL DIRECT SALARIES

\$696,677

OVERHEAD & PROFIT

	Construction Support	Construction Management
Direct Salaries	\$0	\$696,677
Multiplier	2.75	2.30
DIRECT SALARY COSTS X MULTIPLIER	\$0	<u>\$1,602,357</u>

TOTAL ESTIMATED LABOR COSTS

\$1,602,357

TOTAL ESTIMATED FEE

\$1,602,357

Consolidation of Sewer Services VPIping and Force Mains

	O	J	J	A	S	O	
Staff							Total Hours
Construction Support							
Senior Engineer							0
Engineer							0
Drafter							0
Construction							
Project Manager	32	10	10	10	10	10	372
Resident Engineer	168	68	168	168	168	168	4200
Chief Inspector	80	68	168	168	168	168	4112
Sr. Inspector/Office Engineer		68	168	168	168	168	4032
Inspector		68	168	168	168	80	3944
Electrical Inspector		68	168	168	168	168	3776

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)

119 DEAN ST. ARKSVILLE (Address)

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:

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

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

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

Dated 7/14/09

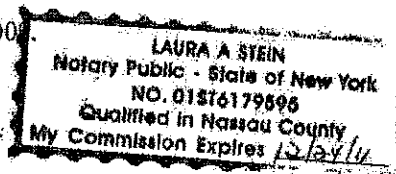
[Signature]
for: Signature of Chief Executive Officer

STEVEN HANUSZEK
for: Name of Chief Executive Officer

Sworn to before me this

14th day of July, 2009.

[Signature]
Notary Public



CLPW13000038

**CF (Capital)****Contract Details**

NIFS ID #: CFPW09000054 NIFS Entry Date: _____

SERVICE: CONSTRUCTION MGMT

Term: from 1/1/13 to 12/31/14

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

Agency Information

Vendor		County Department
Name Lockwood Kessler and Bartlett	Vendor ID# 111015370	Department Contact Richard Webber
Address One Aerial Way Syosset, NY, 11791	Contact Person Steven Hanuszek	Address 1194 Prospect Ave Westbury, NY 11590
	Phone 1-516-938-0600	Phone 571-6811

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	7/11	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input checked="" type="checkbox"/>	7/11	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	7/25/13	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
8/7/13	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	8/7/13	<i>[Signature]</i>	
8/9/13	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	8/9/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	8/12/13	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	8/14/13	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	8/14/13	<i>[Signature]</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	8/14/13	<i>[Signature]</i>	



Contract Summary: AMENDMENT #1

Description: Construction Management (CM) Services Agreement; Environmental Construction Group Amendment #1
Purpose: Amendment to Agreement No. S35110M to extend construction management services for the Consolidation of Sanitary Sewer Services to Inwood and the Villages of Cedarhurst and Lawrence
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993
Procurement History: A Request For Proposal (RFP) was advertised in Newsday and the County website in April 2009, with technical proposals received on April 23, 2009. Six (6) firms responded to this RFP. Five (5) of the firms were considered local firms (firms having a main or significant branch office in Nassau or Suffolk County). Proposals were evaluated by NCDPW personnel on June 3, 2009.
Description of General Provisions: This Amendment provides for complete construction services including furnishing resident engineers, inspectors, schedulers, cost estimators, and evaluation of contractor claims.
Impact on Funding / Price Analysis: NONE. NO ADDITIONAL FUNDS REQUESTED.
Change in Contract from Prior Procurement: EXTENSION OF TIME ONLY
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CSW	Revenue Contract	<input type="checkbox"/>	XXXXXXX	1	PWCSWCSW/FSA/0003	\$.01
Control:	35110	County		\$	2		\$
Resp:	FSA	Federal		\$	3		\$
Object:	0003	State		\$	4		\$
Transaction:		Capital	35110	\$.01	5		\$
		Other		\$	6		\$
		TOTAL		\$.01		TOTAL	\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Richard Webber**Date: **7/3/13**

NIFS Certification I certify that this document was accepted into NIFS.		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval NAME: _____ Date: 8/14/13 (For Office Use Only)	
Name	Richard Webber	Name	Stewart J. LaRue		
Date	7/8/14	Date	3/5/14		

E #:

E-40-14

RULES RESOLUTION NO. 28 - 2014

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

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-10-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Lockwood, Kessler & Bartlett, Inc., in relation to
construction management services, a copy of which is on file with the Clerk
of the Legislature; now, therefore, be it

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



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 and Bartlett, Inc

CONTRACTOR ADDRESS: One Aerial Way
Syosset, NY 11791

FEDERAL TAX ID #:111015370

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.

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

The contract was originally executed by Nassau County on October 26, 2009. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached).

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 of₂ Supervisors' Resolution No.928 of 1993, including

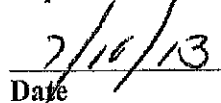
its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

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

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



Department Head Signature



Date

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

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

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

Department: Public Works

Date: March 2, 2009

Service Requested: An Agreement with a qualified firm to provide, on an as-needed basis, Construction Management Services for the Consolidation of Sanitary Sewer Services – Inc. Villages of Cedarhurst and Lawrence, and Sewage Collection Piping and Force Mains and Pump Station Improvements at the Inwood Pump Station and Lawrence WPCP

Justification: This agreement will provide additional staffing to supplement our current Construction Management staff to ensure that the required Management and Inspection Services are available during the construction phase of the project.

Estimated Cost: \$1,700,000 for a 30 Month Agreement

Date RFP Due: March 2009

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 Parks, Public Works and Partnerships after Qualifications/Proposals/Contracts are received from responding vendors.

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

DCE/Ops Approval:

YES

NO

Signature _____

RAR:RS:PC:meo'l

COUNTY OF NASSAU
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830 (fax 742-3801)
FROM: Department of Public Works (fax 571-9656)
Division of Administration
DATE: March 6, 2009
SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract Number 35110

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

1. DPW plans to recommend a contract for the following services:

To provide the necessary Construction Management Services for Consolidation of Sanitary Sewer Services, Villages of Cedarhurst and Lawrence, Sewage Collection Piping and Force Mains and Pump Station Improvements at the Inwood Pump Station and Lawrence WPCP.

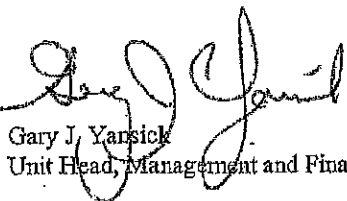
2. The work involves the following:

Full time Resident Engineer for thirty (30) months. Two (2) full time Civil/Electrical/Mechanical Inspectors for thirty (30) months. CPW scheduling for thirty (30) months.

The Resident Engineer will perform all typical duties of that position and will report to a Nassau County Project Manager. This will be a full time position for the duration of the project which is scheduled for thirty (30) months. The Civil/Electrical/Mechanical Inspectors are envisioned to be a position where the person will be on-site for a full day for perhaps weeks or months at a time. CPW Scheduling Services will include developing the baseline schedule (cost loaded), attending monthly meetings and updating the schedule, as well as providing all monthly reporting duties such as narrative reports.

3. An estimate of the cost is: \$1,700,000.00
4. An estimate of the duration is: 30 months

Should you wish to propose an alternative to the proposed agreements, please respond within ten (10) days, to: Department of Public Works Att: Gary J. Yansick, Fax 571-9656, Telephone 571-6975.


Gary J. Yansick
Unit Head, Management and Finance Unit

GY:RS:PC:lms

- c: Daniel McCray, Director, Office of Labor Relations
Raymond Stefanowicz, Senior Deputy Commissioner
Joseph L. Davenport, Deputy Commissioner
Paul Cimino, Unit Head, Construction Management Unit
Richard A. Webber, Sanitary Engineer IV
Richard Haydock, Management and Finance Unit

We are transmitting one (1) sheet. If there were problems with this transmission, call 571-6975.



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: July 8, 2013

SUBJECT: Consolidation of Sanitary Sewer Services
Inwood, Cedarhurst and Lawrence
Extension of Services- Lockwood Kessler and Bartlett, Inc. (LKB) Project No. 35110

Lockwood Kessler and Bartlett, Inc. (LKB) was procured to provide construction management services for the subject project. It is the intent of this Department to amend the existing agreement to extend those services for one (1) year from October 25, 2013 to October 25, 2014. No additional funds are requested, just an extension of time. This project was delayed by Hurricane Sandy and Nassau County's need to re-design the crossing of Route 878. There are ARRA related documents to be prepared for the New York State Environmental Facilities Corporation (NYSEFC) and contract work that needs to be completed by the construction manager, and LKB will not be able to be reimbursed without an amendment to their agreement.

Following your approval or disapproval, we will proceed accordingly.


Shila Shah-Gavnoudias
Commissioner

SSG:RM:jm

c: Rakhal Maitra, Deputy Commissioner
Richard P. Millet, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
Edward F. Visone, Assistant Superintendent of Sanitary Construction
Jonathan Lesman, Management Analyst II

APPROVED:



Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive



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

January 25, 2012

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

Attention: Steven Hanuszek

Re: Construction Management Services
Agreement Number S35110M
Extension of Agreement

To Whom It May Concern:

The term of the subject agreement was two years, ending October 25, 2012. By mutual agreement both Nassau County and Lockwood Kessler and Bartlett Inc., agree to extend the agreement for one (1) year. In accordance with Paragraph 1 of the subject agreement, this letter serves as formal approval to extend Agreement S35110M one (1) year, with an expiration date of October 25, 2013. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Richard A. Webber at 571-6811.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Shila SG", is written over a horizontal line.

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

SSG:RM:dmp

- c: Rakhal Maitra, Deputy Commissioner of Public Works
William S. Nimmo, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering
Richard A. Webber, Sanitary Engineer IV
Edward Visone, Assistant Superintendent of Sanitary Construction
Janet Duncan, Comptroller's Office, Claims Section

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 ☒ 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: 7/2/2013

Signed: 

Print Name: Andre Haddad

Title: President & CEO

Item 4

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

Andre Haddad *
119 Dean Street
Hicksville, NY 11801

President & Chief Executive Officer

Steven Hanuszek *
24 Dogwood Drive
Smithtown, NY 11787

Vice President - Construction

Sylvester Celebrini
253 Laura Court
North Merrick, NY 11566

Vice President-Survey & Mapping

Marian Wypyski *
18 Chivalry Lane
Nesconset, NY 11767

* Denotes Director

Item 5

LKB Group, LLC

Andre Haddad
119 Dean Street
Hicksville, NY 11801
Chairman of Managers.

Steven Hanuszek
24 Dogwood Drive
Smithtown, NY 11787
Manager

Raymond Wegener
Kollar Road
P.O. Box 960
Calro, NY 12413
Member

Marfan Wypyski
12 Chivalry Lane
Nesconset, NY 11767
Manager

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: **16-0847122**
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: 7/2/2013

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: Alemco Development Corporation
Address: One Aerial Way
City and State: Syosset, New York Zip Code 11791
2. Firm's Vendor Identification Number: 13-2571477
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)
- | | |
|------------------------|-----------------------------------|
| <u>Andre Haddad</u> | <u>President & CEO</u> |
| <u>Steven Hanuszek</u> | <u>Exec. V.P. & 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: 7/2/2013

Signed: 

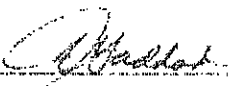
Print Name: Andre Haddad

Title: President & CEO

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

1. Name of Firm: **LKB Mapping Inc.**
Address: **One Aerial Way**
City and State: **Syosset, New York** Zip Code **11791**
2. Firm's Vendor Identification Number: **54-0841793**
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
Steven Hanuszek | President & CEO
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: 7/2/2013

Signed: 

Print Name: Andre Haddad

Title: President & CEO

AMENDMENT NO. 1

AMENDMENT, dated as of _____, 2013 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood Kessler and Bartlett, Inc., a consulting engineering firm having its principal office at One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number S35110M between the County and the Firm, executed on behalf of the County on October 26, 2009, and as extended by extension letter, executed on behalf of the County on January 25, 2012 (the "Original Agreement"), the Firm performed certain services for the County in connection with construction management services associated with the Consolidation of Sewer Services in Inwood, and the Villages of Cedarhurst and Lawrence, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from October 26, 2009 through October 25, 2013 (the "Original Term"); and

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

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


1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be October 25, 2014. ✓

2. 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 AND BARTLETT, INC.

By: 
Name: Andre Haddad
Title: President of COO
Date: 7/2/2013

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: Chief Deputy County Executive
☐ County Executive
☐ Deputy County Executive
Date: 3/7/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 2nd day of July 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 Lockwood, Kessler & Bartlett, 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

SHARON FRISINA
Notary Public, State of New York
No. 01FR6000961
Qualified in Suffolk County
Commission Expires Dec. 29, 20 13

Sharon Frisina

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 7 day of March 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 or she 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 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.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE0230026
Qualified in Nassau County
Commission Expires April 02, 20 16

Contract ID#: S35100M

CLPW15000009
Department: PUBLIC WORKS**E-25-15CF****CF (Capital)****Contract Details**

NIFS ID #: CFPW09000054

NIFS Entry Date: 1/22/15

SERVICE: CONSTRUCTION MGMT

Term: from 10/26/14_ to 6/25/15

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

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

Agency Information

Vendor	
Name Lockwood Kessler and Bartlett	Vendor ID# 111015370
Address One Aerial Way Syosset, NY, 11791	Contact Person Steven Hanuszek
	Phone 1-516-938-0600

County Department
Department Contact Richard Webber
Address 1194 Prospect Ave Westbury, NY 11590
Phone 571-6811

Routing Slip

DATE	DEPARTMENT	Internal Verification	DATE	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	1/21/15	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	1/21/15	[Signature]	
1/23/15	OMB	NIFS Approval <input type="checkbox"/>	1/23/15	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket Res.
1/30/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/30/15	[Signature]	
1/30/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/30/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	1/21/15	Concetta A. Petrucci	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	1/21/15	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	1/21/15	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	1/22/15	[Signature]	



Contract Summary: AMENDMENT #2

Description: Construction Management (CM) Services Agreement: Environmental Construction Group Amendment #2
Purpose: Amendment to Agreement No. S35110M to extend construction management services for the Consolidation of Sanitary Sewer Services to Inwood and the Villages of Cedarhurst and Lawrence
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993
Procurement History: A Request For Proposal (RFP) was advertised in Newsday and the County website in April 2009, with technical proposals received on April 23, 2009. Six (6) firms responded to this RFP. Five (5) of the firms were considered local firms (firms having a main or significant branch office in Nassau or Suffolk County). Proposals were evaluated by NCDPW personnel on June 3, 2009.
Description of General Provisions: This Amendment provides for complete construction services including furnishing resident engineers, inspectors, schedulers, cost estimators, and evaluation of contractor claims.
Impact on Funding / Price Analysis: NONE. NO ADDITIONAL FUNDS REQUESTED.
Change in Contract from Prior Procurement: EXTENSION OF TIME ONLY
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35110
Resp:	FSA
Object:	00003
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$
Capital 35110	\$.01
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSWCSW/FSA/0003	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Richard Webber**Date: **1/18/15**

NIRS Certification I certify that this document was accepted into NIRS. Name: <i>[Signature]</i> Date: <i>4/2/15</i>		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name: <i>[Signature]</i> Date: <i>4/1/15</i>		County Executive Approval Name: <i>[Signature]</i> Date: <i>2/2/15</i> (For Office Use Only) E #:	
--	--	--	--	--	--

E-25-15

RULES RESOLUTION NO. 33-2015

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

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2/9/15
VOTING:
ayes 2 nays 0 abstained 0 recused 0
Legislators present:

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood Kessler and Bartlett, Inc. for construction management services associated with the Consolidation of Sewer 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 authorize the County Executive to execute the said amendment to an agreement with Lockwood Kessler and Bartlett, Inc.

RULES RESOLUTION NO. – 2015

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

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Lockwood Kessler and Bartlett, Inc. for
construction management services associated with the Consolidation of
Sewer 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 authorize the County Executive to execute the said amendment
to an agreement with Lockwood Kessler and Bartlett, Inc.



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 and Bartlett, Inc
CONTRACTOR ADDRESS: One Aerial Way
Syosset, NY 11791
FEDERAL TAX ID #: 111015370

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.

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

The contract was originally executed by Nassau County on October 26, 2009. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached).

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

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

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

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

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

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

VII. [] This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including


its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

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

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



Department Head Signature



Date

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

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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


FROM: Department of Public Works

DATE: January 7, 2015

SUBJECT: Consolidation of Sanitary Sewer Services
Inwood, Cedarhurst and Lawrence
Extension of Services - Lockwood Kessler and Bartlett
Project Number: 35110

Lockwood Kessler and Bartlett, Inc. (LKB) was procured to provide construction management services for the subject project. It is the intent of this Department to amend the existing agreement to extend those services for eight (8) months from October 25, 2014 to June 25, 2015. No additional funds are requested, just an extension of time. This project was delayed by Hurricane Sandy and Nassau County's need to re-design the crossing of Route 878. There are ARRA related documents to be prepared for the New York State Environmental Facilities Corp. and contract work that needs to be completed by the construction manager, and LKB will not be able to be reimbursed without an amendment to their agreement.

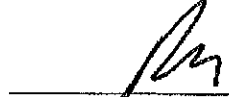
Following your approval or disapproval, we will proceed accordingly.


Shila Shah-Gavnoudias
Commissioner

SSG:RM:pl

c: Richard P. Millet, Chief Deputy Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV ✓
Edward F. Visone, Assistant Superintendent of Sanitary Construction
Loretta Dionisio, Hydrogeologist II

APPROVED:


Richard R. Walker
Chief Deputy County Executive

1/8/15
Date

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive



COUNTY OF NASSAU
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830 (fax 742-3801)
FROM: Department of Public Works (fax 571-9656)
Division of Administration
DATE: March 6, 2009
SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract Number 35110

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

1. DPW plans to recommend a contract for the following services:

To provide the necessary Construction Management Services for Consolidation of Sanitary Sewer Services, Villages of Cedarhurst and Lawrence, Sewage Collection Piping and Force Mains and Pump Station Improvements at the Inwood Pump Station and Lawrence WPCP.


2. The work involves the following:

Full time Resident Engineer for thirty (30) months. Two (2) full time Civil/Electrical/Mechanical Inspectors for thirty (30) months. CPW scheduling for thirty (30) months.

The Resident Engineer will perform all typical duties of that position and will report to a Nassau County Project Manager. This will be a full time position for the duration of the project which is scheduled for thirty (30) months. The Civil/Electrical/Mechanical Inspectors are envisioned to be a position where the person will be on-site for a full day for perhaps weeks or months at a time. CPW Scheduling Services will include developing the baseline schedule (cost loaded), attending monthly meetings and updating the schedule, as well as providing all monthly reporting duties such as narrative reports.

3. An estimate of the cost is: \$1,700,000.00
4. An estimate of the duration is: 30 months

Should you wish to propose an alternative to the proposed agreements, please respond within ten (10) days, to: Department of Public Works Att: Gary J. Yansick, Fax 571-9656, Telephone 571-6975.


Gary J. Yansick
Unit Head, Management and Finance Unit

GY:RS:PC:lms

- c: Daniel McCray, Director, Office of Labor Relations
Raymond Stefanowicz, Senior Deputy Commissioner
Joseph L. Davenport, Deputy Commissioner
Paul Cimino, Unit Head, Construction Management Unit
Richard A. Webber, Sanitary Engineer IV
Richard Haydock, Management and Finance Unit

We are transmitting one (1) sheet. If there were problems with this transmission, call 571-6975.



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: July 8, 2013

SUBJECT: Consolidation of Sanitary Sewer Services
Inwood, Cedarhurst and Lawrence
Extension of Services- Lockwood Kessler and Bartlett, Inc. (LKB) Project No. 35110

Lockwood Kessler and Bartlett, Inc. (LKB) was procured to provide construction management services for the subject project. It is the intent of this Department to amend the existing agreement to extend those services for one (1) year from October 25, 2013 to October 25, 2014. No additional funds are requested, just an extension of time. This project was delayed by Hurricane Sandy and Nassau County's need to redesign the crossing of Route 878. There are ARRA related documents to be prepared for the New York State Environmental Facilities Corporation (NYSEFC) and contract work that needs to be completed by the construction manager, and LKB will not be able to be reimbursed without an amendment to their agreement.

Following your approval or disapproval, we will proceed accordingly.


Shila Shah-Gaynoudias
Commissioner

SSG:RM:jm

c: Rakhal Maitra, Deputy Commissioner
Richard P. Millet, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
Edward F. Visone, Assistant Superintendent of Sanitary Construction
Jonathan Lesman, Management Analyst II

APPROVED:



Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive



EDWARD P. MANGANO
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1104 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

January 25, 2012

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

Attention: Steven Hanuszek

Re: Construction Management Services
Agreement Number S35110M
Extension of Agreement

To Whom It May Concern:

The term of the subject agreement was two years, ending October 25, 2012. By mutual agreement both Nassau County and Lockwood Kessler and Bartlett Inc., agree to extend the agreement for one (1) year. In accordance with Paragraph 1 of the subject agreement, this letter serves as formal approval to extend Agreement S35110M one (1) year, with an expiration date of October 25, 2013. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Richard A. Webber at 571-6811.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Shila SG", is written over a horizontal line.

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

SSG:RM:dmp

c: Rakhal Maitra, Deputy Commissioner of Public Works
William S. Nimmo, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering
Richard A. Webber, Sanitary Engineer IV
Edward Visone, Assistant Superintendent of Sanitary Construction
Janet Duncan, Comptroller's Office, Claims Section

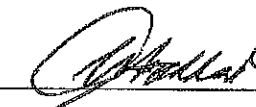
COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

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: _____

1/15/2015


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: **Alemco Development Corporation**
Address: **One Aerial Way**
City and State: **Syosset, New York** Zip Code **11791**
2. Firm's Vendor Identification Number: **13-2571477**
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: 1/15/2015 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: **16-0847122**
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: 1/15/2015 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 Mapping Inc.**
Address: **One Aerial Way**
City and State: **Syosset, New York** Zip Code **11791**

2. Firm's Vendor Identification Number: **54-0841793**

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).

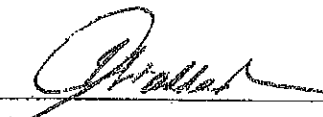
100% owned by Lockwood, Kessler & Bartlett, Inc.

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: 1/15/2015

Signed: 

Print Name: **Andre Haddad**

Title: **President & CEO**

Item 4

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

Andre Haddad *
119 Dean Street
Hicksville, NY 11801

President & Chief Executive Officer

Steven Hanuszek *
24 Dogwood Drive
Smithtown, NY 11787

Vice President - Construction

Marlan Wypyski *
18 Chivalry Lane
Nesconset, NY 11767

* Denotes Director

Item 5

LKB Group, LLC

Andre Haddad
119 Dean Street
Hicksville, NY 11801
Chairman of Managers

Steven Hanuszek
24 Dogwood Drive
Smithtown, NY 11787
Manager

Raymond Wegener
Kollar Road
P.O. Box 960
Calro, NY 12413
Member

Marian Wypyski
12 Chivalry Lane
Nesconset, NY 11767
Manager

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)

119 Dean Street, Hicksville NY 11801

(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.

1/15/2015
Dated


Signature of Chief Executive Officer

Andre Haddad
Name of Chief Executive Officer

Sworn to before me this

15th day of January, 2015


Notary Public

Joan Algios
Notary Public, State of New York
01AL6004912
Qualified in County of Nassau
Commission Expires 03/30/18

AMENDMENT NO. 2

AMENDMENT, dated as of _____, 2015 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood Kessler and Bartlett, Inc., a consulting engineering firm having its principal office at One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number S35110M between the County and the Firm, executed on behalf of the County on October 26, 2009, as amended by amendment one (1), County contract amendment number CLPW13000038, executed on behalf of the County on March 7, 2014 (the "Original Agreement"), the Firm performs certain services for the County in connection with construction management services associated with the Consolidation of Sewer Services in Inwood, and the Villages of Cedarhurst and Lawrence, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from October 26, 2009 through October 25, 2014 (the "Original Term"); and

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

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

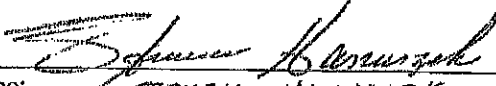
1. Term Extension. The Original Term shall be extended for eight (8) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be June 25, 2015.

2. 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 AND BARTLETT, INC.

By: 
Name: STEVEN NAWOSZEK
Title: EXEC. V. P.
Date: 1/15/15

NASSAU COUNTY

By: 
Name: Charles Richard
Title: County Executive
☒ Deputy County Executive
Date: 4/13/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 15th day of January in the year 2015 before me personally came Steven Hanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Exec. Vice Pres. of Lockwood, Kessler & Bartlett, 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

Joan Algios
Notary Public, State of New York
01A76004912
Qualified in County of Nassau
Commission Expires 03/30/18

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

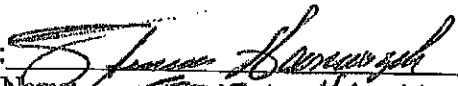
On the 13th day of April in the year 2015 before me personally came Charles R. Board to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is County Executive of the County of Nassau, the municipal corporation described 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.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01F0206026
Qualified in Nassau County
Commission Expires April 02, 2016

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

LOCKWOOD KESSLER AND BARTLETT, INC.

By: 
Name: STEVEN HARKUSZEK
Title: EXEC. V. P.
Date: 4/21/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 21st day of April in the year 2015 before me personally came Steven Hanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Exec. V.P. of Lockwood, Kessler & Baffert, LLC 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

SHARON FRISINA
Notary Public, State of New York
No. 01FF300981
Qualified in Suffolk County
Commission Expires Dec. 29, 20 17

Sharon Frisina

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

**E-236-15CF****CF (Capital)****Contract Details**

NIPS ID #: CFPW09000054

NIPS Entry Date: 10/29/15

SERVICE: CONSTRUCTION MGMT

Term: from 06/26/2015 to 06/25/2017

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

Agency Information

Vendor	
Name Lockwood Kessler and Bartlett	Vendor ID# 111015370
Address One Aerial Way Syosset, NY, 11791	Contact Person Steven Hanuszek
	Phone 1-516-938-0600

County Department
Department Contact Kenneth Arnold
Address 1194 Prospect Ave Westbury, NY 11590
Phone 571-9607

Routing Slip

DATE	DEPARTMENT	Initial/Verification	SIGNATURE
	Department	NIPS Entry (Dept) NIPS Appvl (Dept. Head)	
	DPW (Capital Only)	CF Capital Fund Approval	
	OMB	NIPS Approval	
11/19/15	County Attorney	CA RE & Insurance Verification	
11/20/15	County Attorney	CA Approval as to form	
	Legislative Affairs	Fw'd Original Contract to CA	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		
	County Attorney	NIPS Approval	
	Comptroller	NIPS Approval	
	County Executive	Notarization Filed with Clerk of the Leg.	

**Contract Summary:**

Description: Amendment of Personal Services Agreement S35110M – 2 year Term Extension through 6/25/2017 and a \$565,813.00 increase in the Amount of Consideration.
Purpose: To Amend a Personal Services Agreement with Lockwood Kessler and Bartlett to continue providing construction management services for the Consolidation of Sanitary Sewer Services to Inwood and the Villages of Cedarhurst and Lawrence.
Method of Procurement: Qualification Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993. (Detailed procurement outlined in June 30, 2009 memo to Deputy County Executive Siegel and attached to the initial Agreement Package)
Procurement History: A Request For Proposal (RFP) was advertised in Newsday and the County website in April 2009, with technical proposals received on April 23, 2009. Six (6) firms responded to this RFP. Five (5) of the firms were considered local firms (firms having a main or significant branch office in Nassau or Suffolk County). Proposals were evaluated by NCDPW personnel on June 3, 2009.
Description of General Provisions: This extension of the existing personal services agreement is through June 25, 2017 at an additional cost of \$565,813 which increases the Amount of Consideration from \$2,400,000 to \$2,965,813. Payment remains on a multiplier of payroll basis as defined in the personal services agreement.
Impact on Funding / Price Analysis:
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

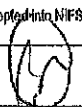
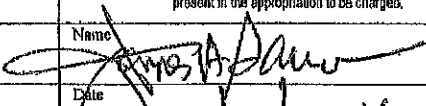
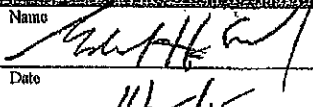
BUDGET CODES	
Fund:	CSW
Control:	35110
Resp:	FSA
Object:	0003
Transaction:	

FUNDING SOURCE		AMOUNT
Revenue Contract	<input type="checkbox"/>	
County		\$
Federal		\$
State		\$
Capital	35110	\$ 565,813.00
Other		\$
TOTAL		\$ 565,813.00

LINE	LINE EXTENSION CODE	AMOUNT
1	PWCSWCSW/FSA/0003	\$ 565,813.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 565,813.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Richard Webber**Date: **06/04/2015**

Supervisor's Certification I certify that this document was accepted into NIFS. Name:  Date: 11/15/16		Comptroller's Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name:  Date: 1/14/2016		County Executive's Certification Name:  Date: 11/25/15 (For Office Use Only)	
				E #:	

RULES RESOLUTION NO. 302-2015

E-236-15

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

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/2/15
VOTING
ayes 4 nays 0 abstained 3 recused 0
Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler and Bartlett, Inc. to provide construction management services in connection with the consolidation of sewer 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 authorize the County Executive to execute the said amendment to an agreement with Lockwood, Kessler and Bartlett, Inc.

RULES RESOLUTION NO. -2015

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler and Bartlett, Inc. to provide construction management services in connection with the consolidation of sewer 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 authorize the County Executive to execute the said amendment to an agreement with Lockwood, Kessler and Bartlett, Inc.

AMENDMENT NO. 3

THIS AMENDMENT No. 3 (this "3rd Amendment"), dated as of the date this amendment is executed 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 and (ii) Lockwood Kessler and Bartlett, Inc., a consulting engineering firm having its principal office at One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number S35110M between the County and the Firm, executed on behalf of the County on October 26, 2009, as amended by certain amendments executed on March 7, 2014 and April 13, 2015 (the "Prior Agreement"), the Firm is performing certain services for the County in connection with construction management services associated with the Consolidation of Sewer Services in Inwood, and the Villages of Cedarhurst and Lawrence, which services are more fully described in the Prior Agreement; and

WHEREAS, the term of the Prior Agreement was from October 26, 2009 through June 25, 2015 as amended; and

WHEREAS, the County and the Firm desire to amend the Prior Agreement to reflect the agreement of the parties with respect to the matters addressed in this 3rd Amendment.

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

1. Term Extension. The Original Term shall be extended for twenty-four (24) months, so that the termination date of the Original Agreement, as amended by this 3rd Amendment shall be June 25, 2017.

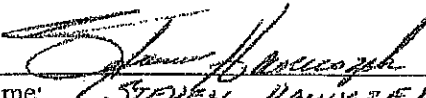
2. Amount of Consideration. The maximum amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any Extra Services that may be authorized, as amended by this 3rd Amendment, shall be increased by \$565,813.00 from \$2,400,000.00 to \$2,965,813.00.

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 AND BARTLETT, INC.

By: 
Name: STEVEN HANUSZEK
Title: EXEC. V.P.
Date: 10/13/15

NASSAU COUNTY

By: 
Name: Charles Richard
Title: County Executive
☒ Deputy County Executive
Date: 2/19/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13th day of October in the year 2015 before me personally came Steven Hanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Exec. V. P. 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.

NOTARY PUBLIC

SHARON FRISINA
Notary Public, State of New York
No. 01FF3000961
Qualified in Suffolk County
Commission Expires Dec. 29, 20 17

Sharon Frisina

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19 day of February in the year 2015 before me personally came Charles Ribando 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 County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01FSC159029
Qualified in Nassau County
Commission Expires April 02, 20

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 29, 2015

SUBJECT: Consolidation of Sanitary Sewer Services
Inwood, Cedarhurst and Lawrence
Recommendation to Amend the Professional Services Agreement
With Lockwood Kessler and Bartlett, Inc. for
Construction Management Services
Agreement No.: S35110M
Encumbrance No.: CFPW09000054
Capital Project No.: 35110

Lockwood Kessler and Bartlett, Inc. (LKB) has been providing construction management services for the subject project. The term of their personal services agreement expires on June 25, 2015. It is the intent of this Department to amend the existing agreement to extend those services for an additional two years from June 25, 2015 through June 25, 2017, and increase the maximum compensation by \$565,813 from \$2,400,000 to \$2,965,813.

Construction contracts for the subject project were awarded in November 2009. The scope of work included the diversion of flow from the Villages of Cedarhurst and Lawrence to Inwood Pump Station plus the decommissioning and demolition of the existing Cedarhurst and Lawrence sewage treatment plants. Construction of the diversion project is complete but the decommissioning and demolition was delayed due to issues with the Bay Park Sewage Treatment Plant and Superstorm Sandy.

The decommissioning and demolition of the existing pump stations scope of work has been removed from the existing construction contracts and will be re-bid. The services of the construction manager are required to oversee the decommissioning and demolition of the existing sewage treatment plants.

The Department has evaluated LKB's proposed fee for the extended services and has determined the fee to be fair and reasonable.

Lockwood Kessler and Bartlett, Inc., having been selected as the construction manager for this project, should continue to be retained based on their technical expertise, extensive knowledge and understanding of the subject project and the ability for the County to realize significant CM fee value associated with the construction management services.



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

June 29, 2015

Page two

SUBJECT: Consolidation of Sanitary Sewer Services
Inwood, Cedarhurst and Lawrence
Recommendation to Amend the Professional Services Agreement
With Lockwood Kessler and Bartlett, Inc. for
Construction Management Services
Agreement No.: S35110M
Encumbrance No.: CFPW09000054
Capital Project No.: 35110

Please sign this memorandum signifying your approval or disapproval of this contract amendment and return this memorandum to this office,

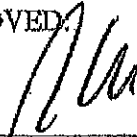


Shila Shah-Gavnoudias
Commissioner

SSG:KGA:JLD:rp

c: Richard P. Millet, Chief Deputy Commissioner
Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Richard A. Webber, Sanitary Engineer IV
Edward F. Visone, Assistant Superintendent of Sanitary Construction
Loretta Dionisio, Hydrogeologist II

APPROVED:

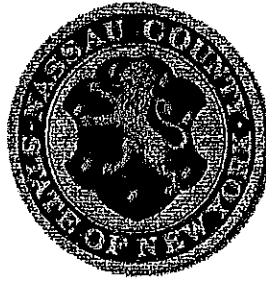


Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:



Richard R. Walker Date
Chief Deputy County Executive



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 and Bartlett, Inc
CONTRACTOR ADDRESS: One Aerial Way
Syosset, NY 11791
FEDERAL TAX ID #: 111015370

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.

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

The contract was originally executed by Nassau County on October 26, 2009. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached).

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

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

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

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

VII. [] This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including

its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

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

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



Department Head Signature



Date

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

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

COUNTY OF NASSAU

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: 11-1015370
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):

Andre Haddad, PE	President/Director	119 Dean Street, Hicksville, BY 11801
Steven Hanuszek, PE	Executive Vice President	24 Dogwood Drive, Smithtown, NY 11787
Marian Wypyski, PE	Director	18 Chivalry Lane, Nesconset, NY 11767
<hr/>		
<hr/>		
<hr/>		

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. One Aerial Way, Syosset, NY 11791

Item 5

LKB Group, LLC

Andre Haddad
119 Dean Street
Hicksville, NY 11801
Chairman of Managers

Steven Hanuszek
24 Dogwood Drive
Smithtown, NY 11787
Manager

Raymond Wegener
Kollar Road
P.O. Box 960
Calro, NY 12413
Member

Marian Wypyski
12 Chivalry Lane
Nesconset, NY 11767
Manager

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.

Alemco Development Corporation

LKB Environmental Services, Inc.

LKB Mapping, Inc.

NONE OF THE AFFILIATES WILL PERFORM WORK
ON THIS CONTRACT

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A

Page 3 of 4

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

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

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

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

Dated: July 31, 2015

Signed:



Print Name: Andre Haddad, PE

Title: President/CEO

Page 4 of 4:

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

COUNTY OF NASSAU

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

1. Name of the Entity: Alemco Development Corp
Address: One Aerial Way
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 13-2571477
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):

Andre Haddad, One Aerial Way, Syosset, NY 11791. President & CEO
Steven Hanuszek, One Aerial Way, Syosset, NY 11791. Exec. V.P. & Secretary

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.

100% owned by Lockwood, Kessler & Bartlett Inc., which is 100% owned by Lockwood Enterprises of New York Inc., which in turn is owned by LKB Group, LLC a NY Limited Liability Company. See attached Member List.

Item 5

LKB Group, LLC

Andre Haddad
119 Dean Street
Hicksville, NY 11801
Chairman of Managers

Steven Hanuszek
24 Dogwood Drive
Smithtown, NY 11787
Manager

Raymond Wegener
Kollar Road
P.O. Box 960
Cairo, NY 12413
Member

Marian Wypyski
12 Chivalry Lane
Nesconset, NY 11767
Manager

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.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

None

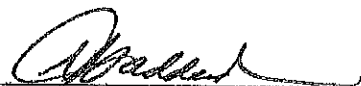
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State);

N/A

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

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

Dated: 10/14/2015

Signed: 

Print Name: Andre Haddad

Title: 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.

COUNTY OF NASSAU

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

1. Name of the Entity: LKB Environmental Services
Address: One Aerial Way
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 16-0847122
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):

Andre Haddad, One Aerial Way, Syosset, NY 11791. President & CEO
Steven Hanuszek, One Aerial Way, Syosset, NY 1179. Exec. V.P. & Secretary

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

100% Owned by Lockwood, Kessler & Bartlett Inc., which is 100% owned by Lockwood Enterprises of New York Inc., which in turn is 100% owned by LKB Group, LLC a NY Limited Liability Company. See attached Member List.

Item 5

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Hicksville, NY 11801
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Smithtown, NY 11787
Manager

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P.O. Box 960
Cairo, NY 12413
Member

Marian Wypyski
12 Chivalry Lane
Nesconset, NY 11767
Manager

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.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

None

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

N/A

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

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

Dated: _____

10/14/2015

Signed: _____



Print Name: Andre Haddad

Title: President & CEO

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COUNTY OF NASSAU

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

1. Name of the Entity: LKB Mapping
Address: One Aerial Way
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 54-0841793
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):

Andre Haddad, One Aerial Way, Syosset, NY 11791. President & CEO
Steven Hanuszek, One Aerial Way, Syosset, NY 11791. Exec. V.P. & Secretary

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Item 5

LKB Group, LLC

Andre Haddad
119 Dean Street
Hicksville, NY 11801
Chairman of Managers

Steven Hanuszek
24 Dogwood Drive
Smithtown, NY 11787
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P.O. Box 960
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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.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

None

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

N/A

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

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

Dated: _____

10/14/2015

Signed: _____



Print Name: Andre Haddad

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

EXECUTIVE ORDER NO. 2 - 2015

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

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

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

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

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

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

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

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

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

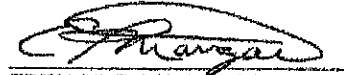
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

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

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015


EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

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

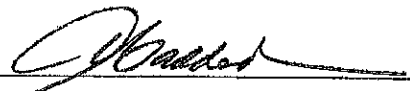
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

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.**

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

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.

Dated: 10/14/2015

Signed: 

Print Name: Andrea Hadblad

Title: 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.

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

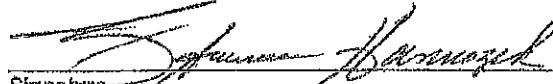
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

STEVEN HANUSZEK

Name and Title of Authorized Representative

m/d/yy



Signature

10/20/15
Date

LOCKWOOD, KESSLER & BARTLETT, INC.

Name of Organization

ONE AERIAL WAY SYOSSET, N.Y. 11791

Address of Organization

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/14/2015

1) Bidder's/Proposer's Legal Name: Lockwood, Kessler & Bartlett, Inc.

2) Address of Place of Business: One Aerial Way, Syosset, NY 11791

List all other business addresses used within last five years:

351 Manville Road, Pleasantville, NY 10570 and One Exchange Place, 21 West Main Street, Waterbury, CT 06702

3) Mailing Address (if different): _____

Phone : 516-938-0600

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 006994487

5) Federal I.D. Number: 11-1015370

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

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide details. Please see attached

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

11) Has the bidder/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? No ☒ Yes ☐ If Yes, provide details for each such charge. _____

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ☐ 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? No ☒ Yes ☐ 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? No X Yes ____ 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? No X Yes ____ 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:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

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.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/proposal should 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 Consultant's Disclosure Form
- 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 C 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 bidder's/proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/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

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

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

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 14th day of October

2015


Notary Public

DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

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

By: Andre Haddad, PE


Signature

President / CEO

Title

10 / 14 / 2015
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Andre Haddad
Date of birth 6 / 3 / 50
Home address 119 Dean Street
City/state/zip Hicksville NY 11801
Business address One Aerial Way
City/state/zip Syosset, NY 11791
Telephone 516-938-0600
Other present address(es) _____
City/state/zip _____
Telephone _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President 10 / 1 / 97 Treasurer _____
Chairman of Board 01 / 17 / 99 Shareholder _____
Chief Exec. Officer 01 / 17 / 99 Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
NO X YES ____ 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? NO X YES ____ If Yes, provide details. Outstanding Loan to the business
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? NO X YES ____; 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? NO ____ YES ____ 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? NO X YES ____ 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? NO X YES ____ 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? NO X YES ____ 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? NO X YES ____ 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.) (N.A.)
- a) Is there any felony charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ____ YES ____ 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? NO ____ YES ____ 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? NO ____ YES ____ 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? NO ____ YES ____ 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? NO X YES ____ 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? NO ____ YES ____ If Yes; provide details for each such investigation. (N.A.)
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? NO X YES ____ 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? NO X YES ____ 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, 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 14 day of October 2015


Notary Public

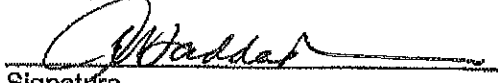
DEBRA MARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6323867
Qualified in Nassau County
My Commission Expires April 27, 2019

Lockwood, Kessler & Bartlett Inc.

Name of submitting business

Andre Haddad

Print name


Signature

President & CEO

Title

10, 14, 2015
Date