

E-152-17

Contract ID:CFPW17000006**Department: Public Works****Capital: X**

SERVICE: Design-Bayville Bridge Rehab

NIFS ID #:CFPW17000006

NIFS Entry Date: 26-MAY-17

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

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

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

Vendor Info:	
Name: Lockwood Kessler & Bartlett Inc	Vendor ID#: 11-1015370
Address: One Aerial Way Syosset, NY 11791	Contact Person: Wayne Culver
	Phone: 516-938-0600

Department:	
Contact Name: Donna Boyle	
Address: 1194 Prospect Avenue Westbury, NY, 11590	
Phone: 516-571-6817	

2017 JUN 19 4 06 53
CLERK OF COURT
NASSAU COUNTY

Routing Slip

Department	NIFS Entry: X	30-MAY-17 -- LDIONISIO
Department	NIFS Approval: X	12-JUN-17 -- KARNOLD
DPW	Capital Fund Approved: X	13-JUN-17 -- KARNOLD
OMB	NIFA Approval: X	14-JUN-17 -- RDALLEVA
OMB	NIFS Approval: X	14-JUN-17 -- MVOCATURA
County Atty.	Insurance Verification: X	12-JUN-17 -- DGRIPPO
County Atty.	Approval to Form: X	12-JUN-17 -- DGRIPPO
Dep. CE	Approval: X	15-JUN-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	14-JUN-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Establish an agreement with a design consulting firm qualified in the preparation of construction bid documents of rehabilitation of Bascule bridges.
Method of Procurement: Standard Nassau County procedures in effect in fall of 2016 followed.
Procurement History: Request for Proposals advertised in Newsday on 10/28/16, on County Website from 10/28/16 to 12/5/16, and in the NYS Contract Reporter from 10/28/16 to 12/5/16. Thirty registered vendors were notified. Two proposals were received.
Description of General Provisions: Design Services for the structural, mechanical and electrical components of the Bayville Bridge.
Impact on Funding / Price Analysis: Construction work is eligible for 80% reimbursement if done in accordance with published timeline
Change in Contract from Prior Procurement: None, this agreement was not procured before
Recommendation: (approve as submitted) Approve this Agreement so the County remains eligible for this funding reimbursment

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	63	Revenue		1	PWCAPCAP/63029/00002	\$ 928,000.00
Resp:	029	Contract:				\$ 0.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:	63029	State	\$ 0.00			\$ 0.00
Detail:	006	Capital	\$ 928,000.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 928,000.00		TOTAL	\$ 928,000.00

RENEWAL	
% Increase	
% Decrease	



Nassau County Interim Finance Authority

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

1. Vendor: Lockwood Kessler & Bartlett Inc

2. Dollar amount requiring NIFA approval: \$928000

Amount to be encumbered: \$928000

This is a New

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

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

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

3. Contract Term: 36 months

Has work or services on this contract commenced? N

If yes, please explain:

4. Funding Source:

General Fund (GEN)

Grant Fund (GRT)

X Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 0

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

N

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

N

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

Establish an agreement with a design consulting firm qualified in the preparation of construction bid documents of rehabilitation of Bascule bridges.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

RDALLEVA

14-JUN-17

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA: _

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

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

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

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

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

FEDERAL TAX ID #: 11-1015370

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

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

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

The Contract was entered into after a written request for proposals was issued on October 28, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on December 5, 2016. Two (2) proposals were received and evaluated. The evaluation committee consisted of the following members of the department of Public Works: Richard Millet, Rakhal Maitra and Donna Boyle conducted the consultant evaluations. 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 _____. 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 _____). Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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


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

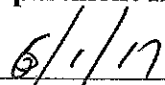
VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at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

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

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

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



Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 03/16



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: May 18, 2017

Signed:

Print Name: Steven Hanuszek, PE

Title: Executive Vice President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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

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

None

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

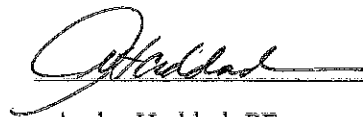
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: 5/15/2017

Signed:



Print Name:

Andre Haddad, PE

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.

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name 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 _____

2. Positions held in submitting business and starting date of each (check all applicable)
President 10 / 1 / 1997 Treasurer / /
Chairman of Board 1 / 17 / 1999 Shareholder / /
Chief Exec. Officer 1 / 17 / 1999 Secretary / /
Chief Financial Officer / / Partner / /
Vice President 10 / 1 / 1994 / /
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. 31% ownership of LKB Group, LLC, the parent holding company.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.

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

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.

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 15th day of MAY 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

Signature

President/CEO

Title

Date

5/15/2017

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	

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

CERTIFICATION

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

I, 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 15th day of May 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

Steven Hanuszek, PE

Print name

Steven Hanuszek
Signature

Executive Vice President

Title

Date 5/15/2017

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	

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 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.

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

CERTIFICATION

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

Sworn to before me this 15th day of May 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

Marian Wypyski, PE

Print name

Marian Wypyski
Signature

Director of Civil Engineering

Title

Date 5/15/2017

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	

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 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.
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- 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.
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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.

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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.

who
1 or
of

Sworn to before me this 15th day of May 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

Raymond Wegener

Print name

Signature

Project Engineer

Title

Date 5/15/2017

Rev. 3-2016

Submitting the questionnaire? YES X NO
provide details. (See attached chart.)

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		
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		
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		
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

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

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

PRINCIPAL QUESTIONNAIRE FORM

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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.
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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.)
- 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, 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 15th day of May 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

B. Ednie
Signature

Vice President - Civil Engineering

Title

5 / 15 / 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	
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 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

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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 15th day of May 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

Paul Lappano, PE, BCEE, LEED AP

Print name

Paul Lappano
Signature

Vice President - Environmental Services
Title

Date 5/15/2017

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	Title	Share
LKB Group, LLC		100%

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

Lockwood, Kessler & Bartlett, Inc. 11-1015370		
Principal Owner	Title	Share
Lockwood Enterprises of New York, Inc.		100%
Officers		
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	Title	Share
Lockwood, Kessler & Bartlett, Inc.		100%
Officers		
Andre Haddad	President	
Steven Hanuszek	Executive Vice President	

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

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

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: February 7, 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 Marville 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 see attached.
 - viii) Copies of all state and local licenses and permits. Please see attached.
- 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

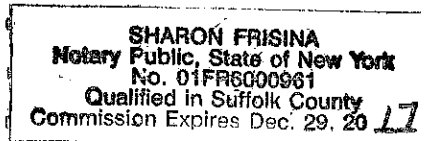
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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 15th day of May

2017

Sharon Frisina
Notary Public



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

By: Andre Haddad, PE

Andre Haddad
Signature

President/CEO

Title

Date 5/15/2017

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		
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		
Andre Haddad	President, CEO & Director	
Steven Hanuszek	EVP, Secretary & Director	
Marian Wypyski	Director	
Brian Edmle	Vice President	
Paul Lappano	Vice President	

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

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

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



Related Experience

LKB has provided engineering services associated with bridge rehabilitation and replacement to the Nassau County Department of Public Works for several decades.

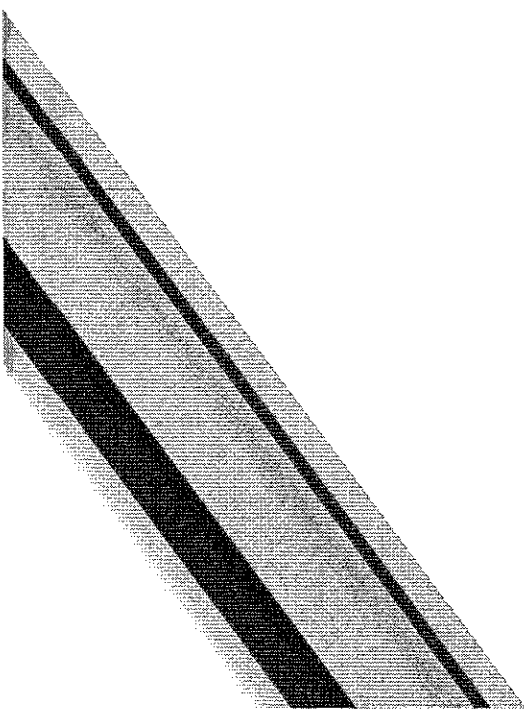
Lockwood, Kessler & Bartlett, Inc. (LKB), a multi-disciplined consulting engineering firm headquartered in Syosset, has been serving Long Island and the tri-state region for over 100 years. LKB's staff of approximately 100 professionals provides services in the following disciplines:

- Civil/Municipal Engineering
- Construction Administration
- Electrical and Mechanical Engineering
- Environmental Engineering and Science
- Real Estate Engineering
- Site Development and Landscape Architecture
- Solid Waste Engineering
- Structural Engineering
- Survey and Mapping
- Transportation Engineering

Specifically, LKB has been providing engineering services associated with bridge rehabilitation and replacement projects to the Nassau County Department of Public Works (NCDPW) for several decades. We have also provided the associated highway design, survey and environmental permitting services, and we are thoroughly familiar with the local regulatory agency procedures.

Given our recently completed Bayville bridge design project and our design of the adjacent seawall along West Shore Road, we are acutely aware of the design issues associated with the bridge as well as the concerns of the local community regarding its rehabilitation or reconstruction.

Moreover, LKB has extensive experience with the Locally Administered Federal Aid Projects Manual. Since the creation of this manual, LKB has been at the forefront of projects utilizing these procedures. LKB has completed, or is presently working on, 12 Local Design Service Agreement (LDSA) projects, with a combined estimated construction cost exceeding \$90 million. The following is a summary of our most recent Locally Administered federal Aid projects:

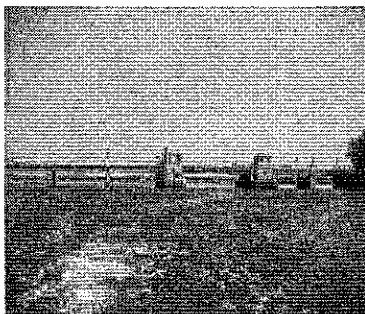




Experience with Municipal Clients

The following are examples of LKB municipal clients throughout the tri-state region.

- Connecticut Department of Transportation
- NYS Department of Transportation
- NYS Thruway Authority
- NYS Office of Parks Recreation & Historic Preservation
- Port Authority of NY & NJ
- NYC Borough of Bridges
- Nassau County, NY
- Suffolk County, NY
- Westchester County, NY
- Putnam County, NY
- Rockland County, NY
- Ansonia County, CT
- Monmouth County, NJ
- Town of Brookhaven, NY
- Town of Eastchester, NY
- Town of Hempstead, NY
- Town of Islip, NY
- Town of North Hempstead, NY
- Town of Oyster Bay, NY
- Town of Smithtown, NY
- Town of Trumbull, CT
- City of Glen Cove, NY
- City of Yonkers, NY



Bayville Bridge over Mill Neck Creek

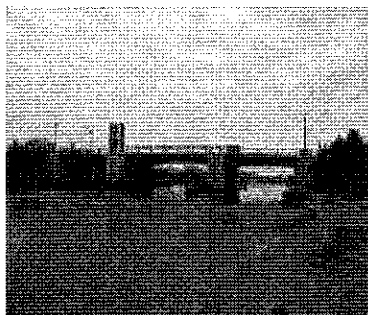
Relevant Experience

LKB has performed numerous bridge inspections and evaluations in order to assess the need for a structure's rehabilitation or reconstruction. These evaluations follow a similar process in the determination of the structure condition and the consideration of rehabilitation or reconstruction alternatives, yet each bridge includes individual elements that are unique and must be considered in the design.

LKB has extensive experience in the preparation of studies and plans for bridges on Long Island and the tri-state area. Our clients include local counties, NYSDOT, NYC Department of Transportation and the City of Glen Cove. The following is a partial description of similar projects LKB has designed in the past, that are relevant to the Bayville Bridge Improvement project, and demonstrate our familiarity with the level of effort required to successfully complete the required work.

Bayville Bridge over Mill Neck Creek, Bayville, NY

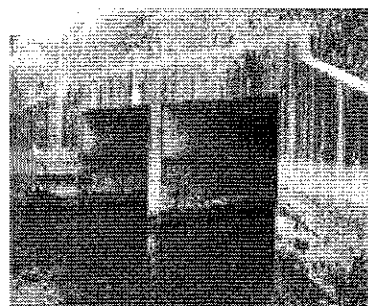
LKB performed preliminary and final design for this Nassau County DPW project which was bid but not constructed. The project included in-depth inspection of the approach spans, preparation of an evaluation report and completion of preliminary and final plans for various work elements on this 541' long bridge. Work included the reconstruction/replacement of the railing, park benches and sidewalks located on the



Quogue Bridge



Warburton Avenue Bridge



Daly Boulevard Culverts

northwest approach, removal and repair of damaged concrete encasement throughout the seven (7) approach spans, the replacement of the timber fender system on both sides of the main channel and the installation of new navigation lights.

After superstorm Sandy LKB electrical engineers assisted the County in reopening the bridge by designing the replacement of motor control panels, relocated a low voltage transformer and designed a new generator.

Evaluation Study and Rehabilitation Design of the Quogue Bridge, Quogue, NY

LKB led a design team, including the firm Stafford-Bandlow Engineering, in performing preliminary and final design for this 170 foot long three-span bridge with a double leaf bascule span and two flanking spans. Preliminary work included performing a structural, mechanical and electrical field inspection, load ratings, seismic evaluation, scour analysis, mechanical evaluation, and electrical evaluation. Based upon the inspection, evaluation and the resulting cost/benefit ratios, an Evaluation Report was prepared recommending rehabilitation of this 70-year-old structure. Preliminary and final rehabilitation design including environmental permitting, rehabilitation plans, specifications and construction support and construction inspection for the recently completed project. Rehabilitation work included: various steel repairs, bearing restoration, concrete repairs, partial timber fender system repairs, complete bridge repainting, replacement of the electrical control system, rehabilitation of the span drive and replacement of span locks.

Robert Moses Causeway Bascule Span, Islip, NY

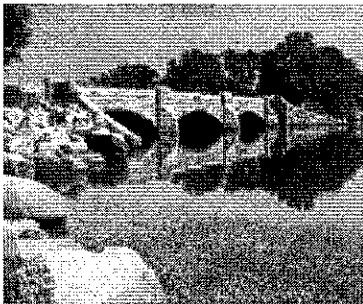
For NYSDOT Region 10, LKB performed the design of the rehabilitation of the bascule span of the Robert Moses Causeway which is located over State Boat Channel in the Town of Islip, Suffolk County. The design consisted of replacing the steel stringers and the open floor grating. A temporary support for the lock machinery platform and the balancing calculations for the bascule span were also a part of the design.

Warburton Bridge over Factory Lane, Village of Hasting-On-Hudson, NY

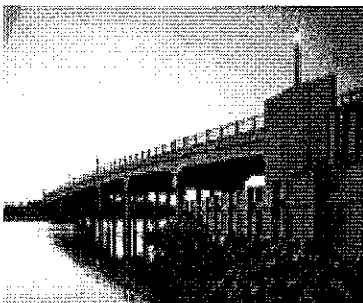
Construction Cost \$7,000,000; LKB 100%

For this project, LKB performed the evaluation and rehabilitation design of this 276-foot long steel girder and floorbeam bridge, constructed in 1890. Preliminary work included an in-depth inspection, deck evaluation, load ratings and seismic analysis and the preparation of a Design Report. After Design Approval, preliminary and final contract plans, specifications and estimates were prepared utilizing NYSDOT standards. Rehabilitation work includes: re-paving approaches, painting the superstructure, repairing/replacing steel members, replacement of bearings, replacement of concrete deck with a new exodermic deck system, replacement of deck joints, replacement of bridge railing and repair of abutments and piers. Design work included the preparation of MPT plans with stage construction and temporary detours. LKB is also providing engineering design services during construction and construction administration for this project which is currently under construction.

Daly Boulevard Culvert Improvement Project, Oceanside, NY



East Island Bridge over Dosoris Pond



Route 114 Bridge over Sag Harbor Cove


 Exit Ramp from Northbound Bronx River
 Parkway

The project, for the Nassau County Department of Public Works, includes inspection, preliminary and final design, and services during construction for the rehabilitation of this 47-year-old, double-barreled concrete box culvert. LKB completed the inspection, testing (concrete cores), load rating and survey of the structure. A report was prepared documenting the conditions, identifying alternatives to address the structural and other deficiencies (such as erosion, scour). Recommendations and estimated costs and preliminary and final design plans were completed.

East Island Bridge over Dosoris Pond, Glen Cove, NY

Under a Local Design Services Agreement, LKB prepared the preliminary and final plans for the rehabilitation of this historic, three-span bridge, originally constructed by the family of J. P. Morgan. The reconstruction of this bridge included the replacement of the original steel stringer superstructure with pre-stressed concrete beams and underwater concrete placed beneath the pier foundation, which had been severely scoured. Work included in-depth inspection, environmental permitting, preparation of a Design Approval Document, preliminary and final design plans, construction support and construction inspection. LKB worked closely with both the City of Glen Cove Department of Public Works and NYSDOT's Local Projects Unit to expedite this project.

Route 114 Bridge over Sag Harbor Cove, Sag Harbor, NY

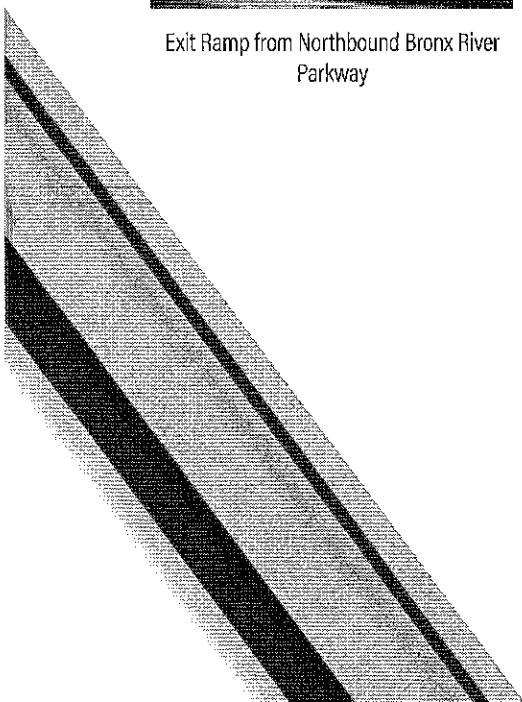
The Route 114 Bridge included an EPP and the preliminary design, as well as design Phases I-VI, for the replacement of the existing 10-span, 390-foot long structure over Sag Harbor Cove, with a pre-stressed concrete continuous beam structure. The design also included highway realignment, drainage improvements, MPT and construction staging plans. The bridge connects two separate villages, each located in different towns. LKB's responsibilities included public information and coordination with villages, towns, two historic societies and Suffolk County DPW. Major design considerations included replacement of the existing bridge with a new bridge at the same location, aesthetics of the new structure, and staged bridge construction to allow through traffic over the structure during construction.

Exit Ramp and Viaduct from Northbound Bronx River Parkway to Yonkers Avenue, Yonkers/Mt. Vernon, NY

LKB completed the study phase, preliminary and final design plans and provided construction support for the new exit ramp from the Northbound Bronx River Parkway to Yonkers Avenue. Mid-way through the final design it became a Locally Administered Federal Aid Project assignment and a Design Approval Document and appropriate NYSDOT specifications and plans were required. This project required the design of a 1,000-foot long ramp in a narrow corridor located over the Bronx River between the Bronx River Parkway and a Metro North rail line. The ramp elements included a 300-foot long retaining wall and a four-span, 600-foot long bridge that connects to a bridge above the river. Other design elements included survey, a hydraulic analysis, the preparation of a soils report, and the design of pier bents supported by 5-foot-diameter caissons anchored into bedrock.

Motor Parkway Bridge Rehabilitation over I-495, Hauppauge, NY

LKB prepared a Design Report, conducted public meetings and hearings, and prepared preliminary and final design plans for the replacement of a multi-girder highway





Motor Parkway Bridge



Route 25a Bridge over the Nissequogue



Bronx River Parkway Bridges

bridge over the Long Island Expressway. Work on this Locally Administered Federal Aid Project included design of a two-span, 220-foot long, eight-lane wide bridge, about a mile of highway widening and improvements, intersection design, traffic signal design and MPT plans for Motor Parkway and LIE main line and north and south service roads.

Route 25 Bridge over Nissequogue River, Smithtown, NY

LKB prepared design plans for the replacement of a highway bridge and the restoration of a historic pony truss pedestrian bridge. The highway bridge consists of 59-foot long pre-stressed concrete spread box beams on new abutments constructed behind the existing abutments. Prior to preparing preliminary and final plans, LKB prepared an EIS for this environmentally sensitive wetland area.

Rehabilitation of Three Bronx River Parkway Bridges over the Bronx River, Yonkers, NY

LKB performed the rehabilitation design of three bridges which carry the mainline or exit ramps of the Bronx River Parkway over the Bronx River. The bridges include a two-span steel girder bridge (Paxton Avenue), a single-span concrete and steel beam bridge (Bronx River Parkway), and a single-span concrete arch bridge (Bronx River Parkway). Work included an in-depth inspection, preparation of an evaluation report, and the preparation of final contract plans, specifications and estimates. Rehabilitation work included: re-paving bridge wearing courses, deck repairs, waterproofing membranes, new deck joints, bearings repair and replacement, bridge rail retrofitting, repainting steel beams, substructure repair, stone masonry repairs, removal of sandbars, and installation of erosion protection measures. Design work included the preparation of MPT plans with staged construction and temporary detours, and obtaining NYSDEC and US Army Corps of Engineers permits.

Quaker Road Bridge over Croton River, Croton-on-Hudson, NY

LKB prepared construction documents for the rehabilitation design of this historic 98-foot long steel truss bridge, which was constructed in 1894. The bridge is eligible for historical registration and is treated as a historic bridge. Work included inspection, preparation of an evaluation report, preliminary and final contract documents, construction support, and environmental permitting for construction. Rehabilitation work included re-paving the approaches, repair of the vertical members, painting the superstructure, repairing/ replacing cross bracing and truss pins, restoration of bearings, and repair of deck grating, bridge seats, and wingwalls. Design work included preparation of MPT plans with staged construction and temporary detours.

Stafford Bandlow Engineering (SBE)

Stafford Bandlow Engineering, Inc. is a professional consulting and design firm specializing in electro-mechanical and electro-hydraulic systems for heavy movable structures. Their in-house personnel have experience on hundreds of movable structures located throughout the U.S. and Canada. Their experience encompasses all vintages of movable bridges and are knowledgeable of mechanical and electrical systems from the early 20th century including open machinery and complex linkage systems, wound rotor motors, relay logic and drum controllers as well as state of the art mechanical and electrical installations that incorporate hydraulic drives of

all types, enclosed machinery, PLC's and drives including VFD's to control motor torque and speed. In addition they can provide advanced monitoring systems complete with remote diagnostic capabilities for both existing and new installations.

SBE engineering services include:

- Mechanical and electrical inspections of all types
- Preparation of Plans Specifications and Cost Estimates (PS&E) for new and rehabilitated mechanical and electrical systems for heavy movable structures
- Strain gage testing to verify operating loads and balance heavy movable structures
- Machinery installation procedures
- Electrical testing to determine the suitability of motor ratings, electrical load characteristics of the operating system and insulation resistance testing of motor windings and cable and conductor insulation.
- Emergency response
- Troubleshooting
- Failure analysis
- Construction assistance including start up testing and commissioning

SBE is a leader in providing value added engineering services. Their emphasis is on finding practical solutions to real problems while maintaining the integrity and safety of all equipment in their charge. They are committed to establishing a lasting relationship with their customers by exceeding their expectations and gaining their trust through the innovative and professional quality of their work. SBE delivers projects on budget and on time and as an industry leader, they take great pride in their accomplishments and build on them every day. Listed below are some of SBE's extensive projects, ranging from new bridge design to mechanical and electrical rehabilitation.

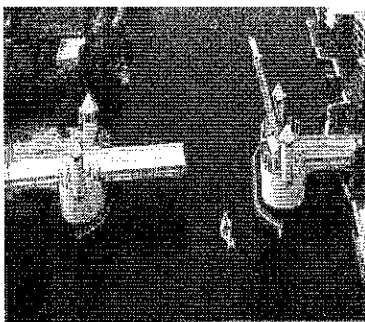
Boynton Beach Bridge, Boynton Beach, FL

SBE provided mechanical engineering services for this new double leaf bascule bridge from inception through completion. Services included development of a Bridge Design Report and preparation of plans, specifications and cost estimates for the design of all machinery and construction services.

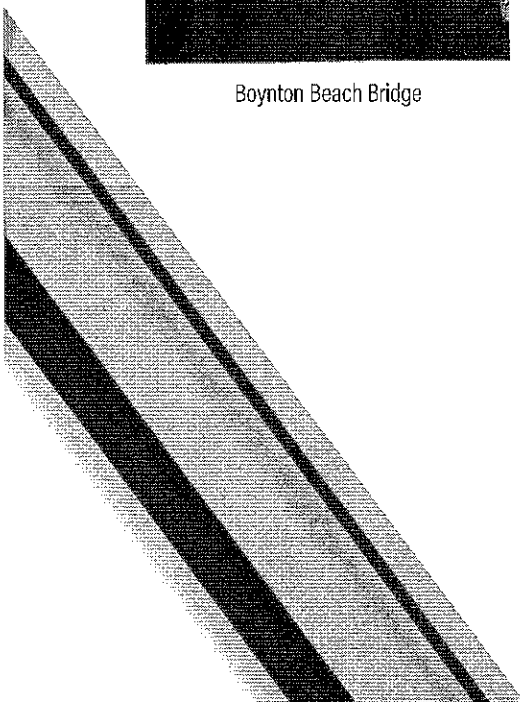
The design features two mechanically independent span drive systems that were necessitated by substructure design. Rolling element trunnion bearings were selected to minimize friction and maintain a compact machinery package that would fit in the available substructure envelope. The span drive machinery was designed to be modular in concept to facilitate ease of installation. The rack pinion assembly, secondary reducer with integral brake and motor brake, and motor and primary reducer were shop assembled prior to shipment to the bridge. The alignment in the field was then limited to mating the rack and pinion and aligning two couplings.

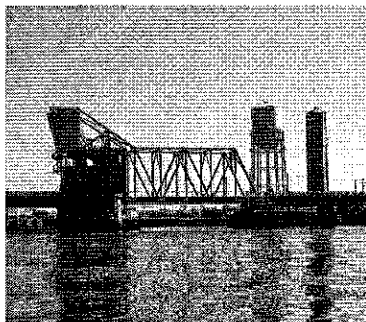
Our design provided complete details of all mechanical components including the critical design of all base plates to ensure proper support for all mechanical components.

Construction services for this project were extensive and included partnering meetings, review of shop drawings, approval of machinery installation and alignment procedures, shop inspection, oversight of critical machinery alignment, approval of the entire mechanical installation prior to startup and strain gage balance testing.

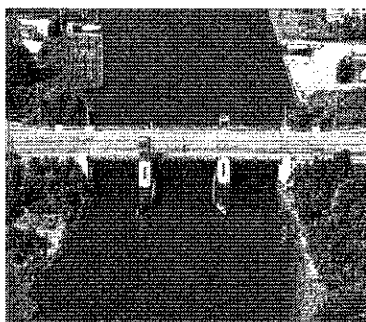


Boynton Beach Bridge

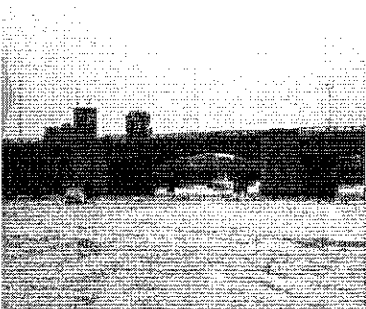




Wreck Lead Bridge



Quogue Bridge



Grand Haven Bridge

Wreck Lead LIRR Bridge, Long Island, NY

Based on the findings of a detailed mechanical and electrical inspection, SBE provided the design for mechanical and electrical upgrades and replacements for this rolling lift bascule railroad bridge on Long Island.

The provided design included modification of the span balance, replacement of the air buffers, replacement brakes to reduce the risk to the remaining machinery from the excess capacity of the existing brakes, replacement of drive couplings, repairs to the span drive reducer, replacement of the machinery supports, refurbishment of the generator, and the replacement of motor control equipment,

SBE provided construction services to ensure that contract requirements were met and to ensure that the project was completed on time. These services included shop drawing review, site inspections, progress meetings, RFI correspondence, witnessing all factory and field testing, acceptance testing of the completed installation and assisting LIRR with contract closeout.

Quogue Bridge, Quogue, NY

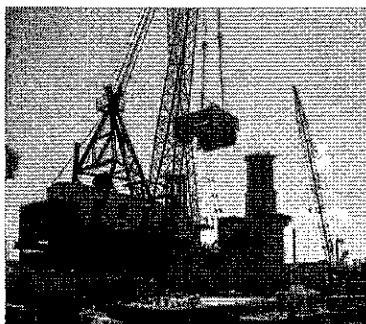
The Quogue Bridge is a double leaf bascule highway bridge located on Long Island, NY. The existing electrical systems were installed over thirty years ago and consist of legacy technology control system, obsolete drives, motor control and operating systems. The reliability of the bridge has been questionable for a number of years with bridge drive issues and an unstable electric utility service to the bridge. The scope of this present project was to resolve the operational issues, improve bridge reliability and extend the longevity of the electrical system for at least twenty-five years.

The project included the replacement of an existing bascule span legacy electrical power and control system with a new state-of-the-art variable frequency flux vector drive system. SBE was responsible for analyzing the reported shortcomings of the existing system including the unstable incoming electric utility service to the bridge. SBE proposed solutions for eliminating the operational problems and provided necessary engineering and design to implement the recommended solutions. The engineering involved determining the operating characteristics of the existing system, designing modifications and additions to the existing bridge logic control system and integrating the proposed drives into the existing system. Some of the challenges associated with the project included:

- Integrating modern drives into a legacy power and control system.
- Installing the proposed system in the confined spaces within the bridge towers.
- Staging and phasing construction to maintain the bridge in operational condition throughout project implementation.
- Resolving the instability of the electric service to the bridge.
- Communicating data wirelessly and reliably across the navigable channel.

Grand Haven Bascule Bridge US-31 over the Grand River, Grand Haven, MI

SBE staff provided mechanical and electrical engineering support services to Lichtenstein/TranSystems as part of the rehabilitation of this twin double leaf rolling lift bascule bridge.



Bridge of Lions

The project initiated with a site inspection to verify the concerns identified in the project RFP. The inspection was followed by preparation of a scoping report that addressed each RFP concern and provided a recommendation for corrective action. The report was reviewed in consultation with MIDOT and the scope of the rehabilitation was finalized. SBE subsequently developed the rehabilitation plans for the mechanical and electrical work items as well as the technical special provisions for this work.

SBE provided engineering services during construction to include a yellow line review of all shop drawings, review of RFI's and shop and field installation procedures, and field inspection of the installation to ensure compliance with project requirements and objectives.

Due to the need to maintain a bascule bridge in proper balance for acceptable operation, and due to the weight changes enacted as part of the rehabilitation work, particular attention was given the bridge balance as part of this work. SBE staff performed strain gage testing prior to and following the work to ensure that an acceptable balance state was maintained throughout the project.

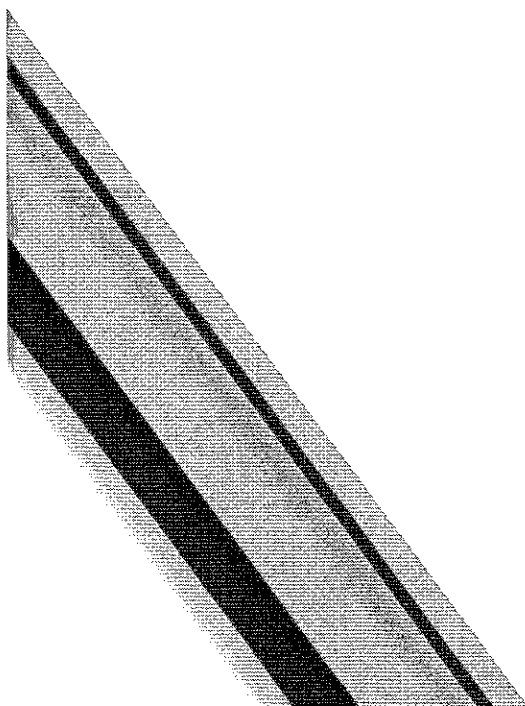
Bridge of Lions, St Augustine, FL

SBE provided mechanical engineering services for this new double leaf rolling lift bascule bridge from inception through completion. Services included development of a Bridge Design Report and preparation of plans, specifications and cost estimates for the design of all machinery and construction services.

The design of the new bascule leaf was constrained by historical preservation requirements. The existing bascule piers were being strengthened and retained. The addition of a solid deck and the application of current code requirements resulted in the span drive machinery being too large to fit mounted on the moving leaf similar to the existing design. This was resolved by mounting racks on operating struts to enable the new span drive machinery to be mounted behind the counterweights on the bascule pier. The span drive machinery was designed to be modular in concept to facilitate ease of installation. The rack pinion assembly, secondary reducer with integral brake and the motor brakes, motors and primary reducer were shop assembled prior to shipment to the bridge. The alignment in the field was then limited to mating the rack and pinion and aligning four couplings per leaf. The new machinery meets current AASHTO requirements, provides adequate access for maintenance and is mounted in a location that is both protected from the elements and also completely contained within the existing visual envelope of the structure so that the historic appearance of the bridge is maintained.

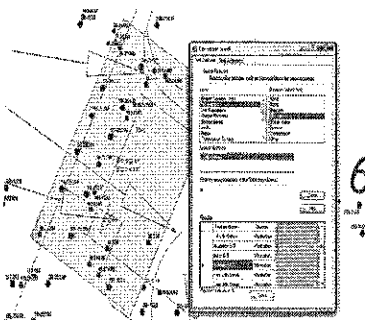
Gayron de Bruin Land Surveying and Engineering, PC

Gayron de Bruin Land Surveying and Engineering, PC (GdB) was formed in 2010 by Christine Gayron, LS and Gregory J. de Bruin, LS, PE with predecessor firms dating back to the 1960's. Recently, Christine and Greg added Jason Graf, LS to the executive board. Together, Christine, Greg and Jason bring more than 60 years of combined experience in Land Surveying, Civil Engineering, and Geographic Information Systems (GIS). Gayron de Bruin provides these services to A/E/C professionals, government

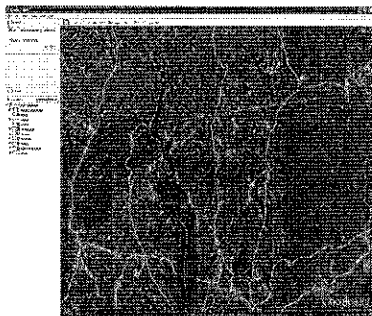




ADA Compliant Ramp



Con Edison GIS



Metro-North Storm Drainage GIS

agencies, and the general public serving Long Island, New York City, the Tri-State area, and beyond.

GdB is an innovative firm with a high tech approach, constantly raising the bar in the field of measurement and mapping. GdB is a growing firm located in Bethpage consisting of 35 professionals dedicated to surveying, mapping, and spatial data integration (GIS). GdB thrives on the latest survey technologies such as LiDAR, survey grade GPS, electromagnetic induction for utility markouts, mobile field to finish processes, fully robotic total station surveys (one-man crews), and the latest in intelligent 3D CAD and GIS data. The following are GdB's recent relevant survey projects:

County-Wide Highway Study for ADA Compliance, Suffolk County, NY

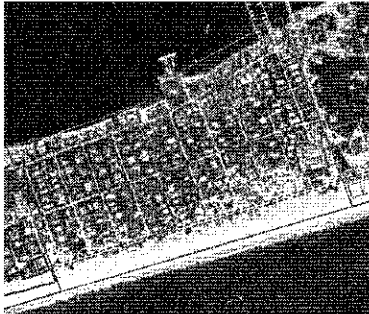
Municipalities across the County are being tasked with ensuring that ADA ramps along each of their roadways are meeting modern design requirements. This is a large undertaking requiring organization and implementation of crews in the field and in the office. Greenman-Pedersen, Inc. (GPI) requested assistance from Gayron de Bruin Land Surveying and Engineering, PC (GdB) to complete the field data collection effort for Phase I of this project over the Summer of 2016. Using ArcGIS Collector, a mobile GIS data collection app, and a SmartLevel, GdB crews investigated and categorized thousands of ramps along Suffolk County roads. This data collection effort will allow engineers at GPI and SCDPW to make informed decisions about remediation efforts required to bring ramps into compliance. This task enables the department to plan and budget for major roadwork in areas where a high concentration of non-compliant ramps has been located. GdB expects to continue to be involved as the project progresses, providing utility and ROW mapping.

Con Edison GIS Design, New York, NY

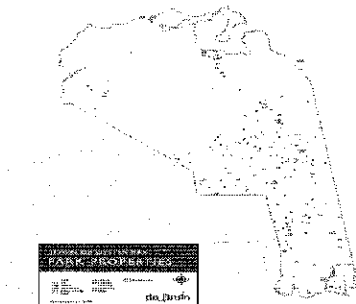
The Gayron de Bruin team was contracted to design a GIS platform for the Con Edison Survey Department. We worked with IT department personnel to establish a SQL server instance for an SDE database. Existing Con Edison CAD drawings were converted to GIS features and attributed for search capability. We developed an ArcGIS Desktop Add-In to quickly search and navigate to GIS features as well as addresses within Con Edison's service area. A GIS map document was designed to quickly and informatively display manholes features, CAD drawings, substations, etc. High resolution ortho photography procured by Con Edison was made available through raster catalogs. We oversaw the installation of an ArcGIS Server with a Web Adaptor to facilitate the use of Active Directory level web security. We then installed and configured all necessary software to work with the enterprise level geodatabase environment on several computers dedicated as GIS workstations. ESRI mapping and feature services were created for use in a web map. A Silverlight web mapping application was developed to display and navigate to features in the feature service.

Metro North Storm Drainage GIS Bronx/Westchester/Dutchess Counties, NY

This was a time-is-of-the-essence project to identify and locate all drainage crossings of 37 miles of Metro North rail lines that run parallel and adjacent to the Hudson River. The work scope required delivery in a personal geodatabase format, with multiple photos of each structure hyperlinked to the structure points. We already had software we developed to digitize photos as arrows in a separate feature class, showing the



Fire Island Stabilization



Oyster Bay Parks GIS

camera position and orientation, with hyperlinks to the actual photos. For this project, we also designed a custom data entry form so the field crews could capture the appropriate attributes on each structure, with data validation at entry time. Survey-grade GPS, running on the New York State Department of Transportation's reference network, was used for 3D positioning. In areas of heavy tree cover, the crews carried barometric leveling equipment to bring elevations from shots taken with clear sky over to the drainage structure. Each structure was tagged with a status code. If it was on the record plans but not found, the status was "Record, Not Found in Field". If found, the status was set to either "Record, Found in Field" or "Found in Field, Not in Record". Delivery was complete in 4 weeks.

Fire Island Stabilization Project, Fire Island Inlet to Moriches Inlet, NY

GdB provided boundary surveys and legal descriptions for more than 70 parcels on Fire Island to assist the County and the Army Corps of Engineers in a dune replenishment project to protect the island from future storm erosion. GdB was one of several consultants chosen to survey parcels along the south shore of the island. In addition to surveying the parcels assigned, GdB coordinated with the other consultants to produce a GIS and overall mapping for the County to use for planning and presentations to interested civil associations. GdB also performed 3D Laser scanning and modeling to show the Army Corps profiles and cross sections of the proposed dunes as they relate to existing homes and decks.

Parks GIS, Town of Oyster Bay, NY

The Town of Oyster Bay maintains 234 parks, beaches and cemeteries, and the list grows each year. It was recognized many years ago that managing all of this property would be made much easier with the use of a GIS. The Gayron de Bruin team has worked extensively to design and build the Parks GIS. Work began with a needs analysis consisting of interviews of Town personnel, a white paper outlining the design parameters, and a proposed plan of action. From there, we designed a database model to serve the Parks Department well into the future. A pilot program was set up and executed, consisting of data collection at a few of the parks, ranging from very small to several of the largest. The success of that pilot led to the decision to do a full inventory of the assets at all 234 parks. We developed software for data collection and for quality control. The inventory was done in 2007 and then a full update was re-done in 2009-2010. We are currently working on the subsurface location of all utilities in the major parks, for incorporation into the GIS as a geometric network.



Key Personnel

The team leaders, Mr. Brian Ednie, PE and Mr. Wayne Culver, PE, have significant roles on current and past Nassau County projects. Their leadership and experience are exemplary and far superior to most in this field.

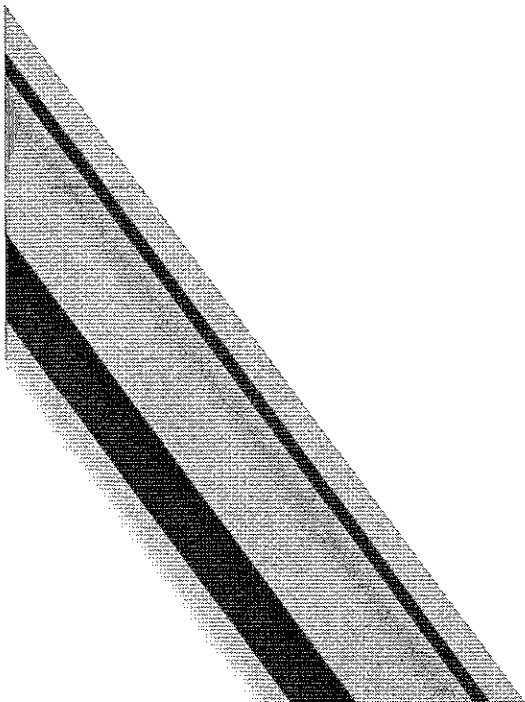
LKB has assembled a unique, highly experienced project design team that will provide the County with the most effective solutions for the Bayville Bridge over Mill Neck Creek project. Having worked on the bridge previously as well as the West Shore Road seawall, LKB's employees have first-hand knowledge of the unique aspects of the project. Consequently, our team is prepared to address issues of significance to successfully design and construct improvements in a manner that is responsive to the needs of the Department of Public Works and the local residents.

The team leaders, Mr. Brian Ednie, PE and Mr. Wayne Culver, PE, have significant roles on current and past Nassau County projects. Their leadership and experience are exemplary and far superior to most in this field.

In addition to Mr. Ednie and Mr. Culver, our entire project team including SBE's experience in movable bridge design and LKB's in-house staff of engineers, landscape architects, scientists, technicians, surveyors, drafters, estimators and CADD operators are available to provide additional support, as required. The LKB team is thoroughly familiar with the needs of the Nassau County DPW through years of providing engineering services on similar projects. The primary personnel assigned to this project and their roles are as follows:

Brian Ednie, PE, Vice President, Civil Engineering will serve as the Principal-in-Charge and will also provide Quality Assurance/Quality Control for this project. Mr. Ednie has over 30 years of experience in civil engineering disciplines, including bridge and highway design, drainage design, utility coordination, site work, and bridge and dam inspections. Mr. Ednie has been involved in many of the projects noted in our relevant experience.

Wayne Culver, PE, Director of Structural Engineering will serve as Project Manager. He has over 35 years of experience in bridge and structural design projects, including NYSDOT and local aid bridge rehabilitation and replacement projects. Mr. Culver was the Project Manager for the Bayville Bridge Rehabilitation, Daly Boulevard Culvert, the Centre Island Road over a pedestrian walkway, and the lead structural engineer for the West Shore Road Seawall projects for Nassau County. He was also the Project Manager for the Quogue Bridge Rehabilitation in Suffolk County and several bridge replacements and rehabilitations in Westchester County. He has successfully managed bridge replacement and rehabilitation projects over waterways, including local bridges such as the East Island Bridge, for the City of Glen Cove.





Bart Marino, PE, Senior Civil Engineer, will serve as Lead Highway Designer. Mr. Marino has over 40 years of experience managing, designing, and inspecting various roadway design and infrastructure projects, which includes approximately 60 miles in various local municipalities. He assisted the Nassau County DPW in designing drainage improvements for Bellmore, Milburn, Cutter Mill Creeks and the West Shore Road Seawall project.

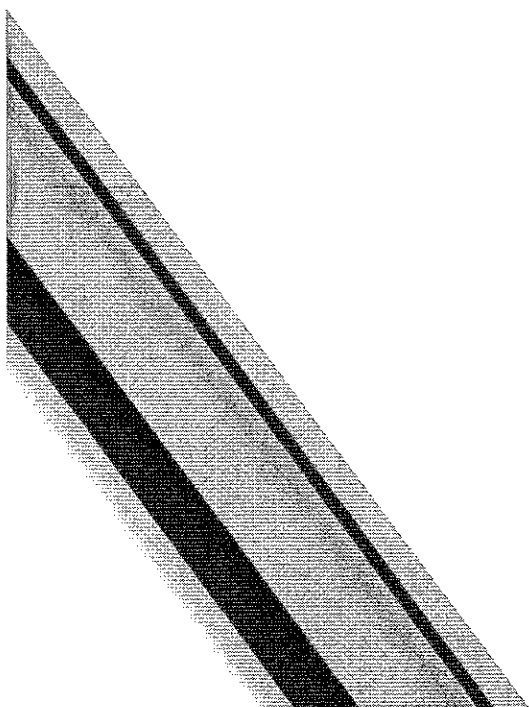
John Gerlach, CGWP, LEP, Director of Environmental Sciences, is a 32-year professional environmental consultant and scientist/hydrogeologist. Mr. Gerlach has managed more than 300 environmental projects in 14 states. He is experienced in the site-specific application of local environmental laws, regulations and guidance documents to a wide variety of environmental media, including contaminated fill, soil, sediment, surface-water, ground water and air; and contaminants, including PAHs, metals, petroleum, solvents, PCBs and dioxin.

He is adept in specialized data gathering/interpretation techniques such as low-flow sampling, air and noise monitoring/modeling, geophysical surveying, statistical analysis, 3-D data visualization, and wetland delineation. He is familiar with LEQR and SEQR requirements for development and landfill projects.

Gareth Rees, PE, is fully versed in all aspects of electrical engineering. His experience includes movable bridges, heavy industry, electrical utility generation transmission and distribution, municipal installations, switchgear development and their application, power generation and distribution analysis and design, control system design (including PLC's and distributed analog and digital control systems), motor, motor control and motor drive technologies and their application, communications engineering, contract management, construction supervision, commissioning and start-up. His movable bridge experience includes inspections ranging from cursory to in-depth, failure analysis, troubleshooting, design for rehabilitation of existing bridges and design for new installations, peer review and value engineering. Mr. Rees is intimately familiar with AASHTO LRFD Movable Highway Bridge Design Specifications, among numerous other guidelines and specifications.

Ryan T. Kanagy, PE, Mechanical Engineer, has over 18 years of experience as a Mechanical Engineer including 13 years providing engineering services for heavy movable structures projects. Mr. Kanagy's experience includes work on over 100 movable bridges and encompasses a broad range of engineering efforts related to their design and installation including: in-depth inspections, design, and installation support. Mr. Kanagy's most relevant projects include Quogue Bridge, where he served as a project manager with the LKB team.

The organizational chart on the following page indicates the team organization for this NCDPW project.





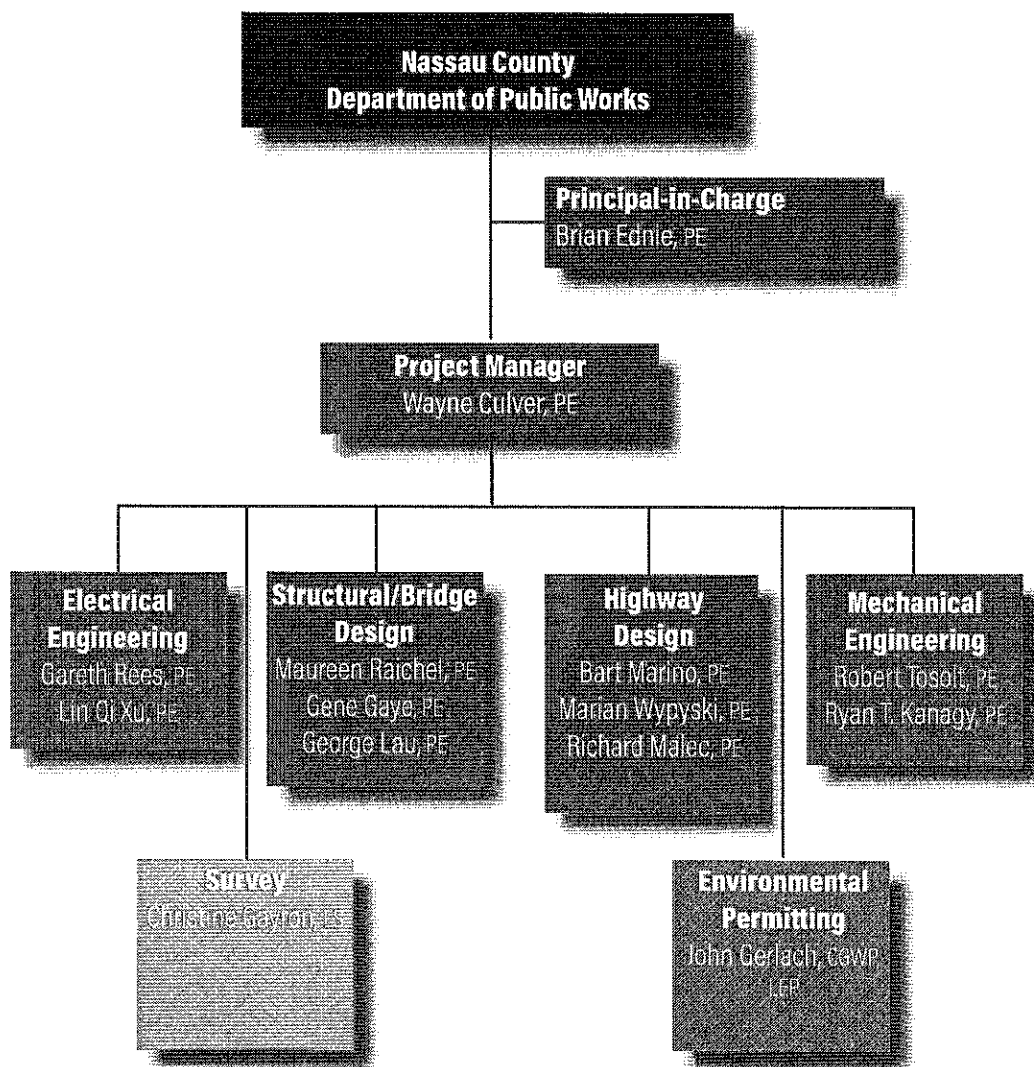
Key:

Lockwood, Kessler & Bartlett

SB Engineering

Gayron de Bruin Land Surveying

& Engineering, LLC



MBE/WBE Utilization

We have worked with and support minority and women owned enterprises. We anticipate being in compliance with Local Law 14-2002 by working with Gayron de Bruin, Land Surveying and Engineering LLC, a licensed WBE firm. GdB will provide survey services for this County project.

Proposed Schedule and Staff Availability

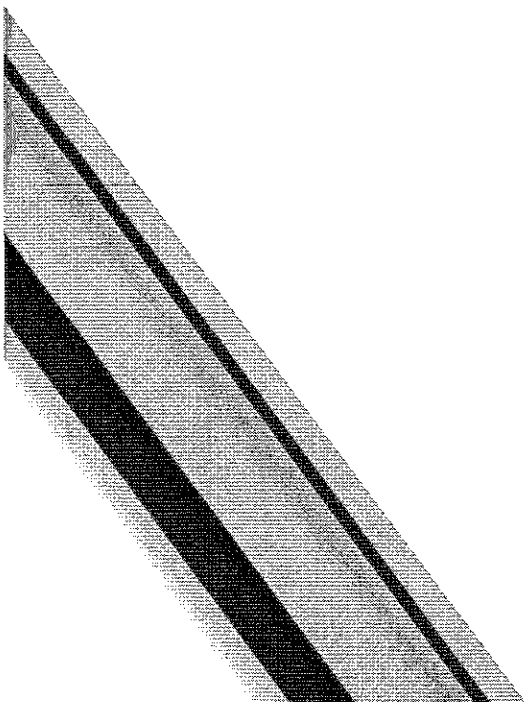
Proposed Design Schedule

Based on the proposed scope and our prior experience on similar projects, LKB proposes the following schedule for the design of this project:

Phase	Duration
Site investigation and Analysis	3 Months
Design Approval Document	4 Months
Contract Documents	9 Months

Key Personnel Availability

The key personnel identified in this proposal will be available to provide the services required to complete your project successfully.



**Brian Ednie, PE**

Principal-in-Charge

Education

BS, Civil Engineering, Bucknell University, 1984

Registration/Certifications

Professional Engineer: NY

Affiliations

American Society of Civil Engineers

National Society of Professional Engineers

Mr. Ednie has nearly 30 years of diverse civil engineering experience, including the design of highways, bridges, drainage systems, and site improvements/development projects. Since joining LKB in 1997, he has served as project manager for numerous projects including the rehabilitation of a section of I-287 and site improvements at various New York State Park facilities.

Mr. Ednie leads the firm's civil engineering department. He is in charge of transportation, structural, site and civil engineering services. As Project Manager and Principal-in-Charge, he has successfully completed numerous local projects with clients such as Long Island Towns, Nassau and Suffolk Counties, the New York State Department of Transportation, New York State Office of Parks, Recreation and Historical Preservation, as well as other municipal agencies.

Bayville Bridge Emergency Generator, Bayville, NY

Mr. Ednie provided design services for the replacement of the motor control center, panelboards, navigation lights, an emergency generator and miscellaneous electrical equipment on the Bayville Bridge. The work was necessary in response to damage of the electrical equipment as a result of Hurricane Sandy.

Mamaroneck Avenue Rehabilitation and Bridge Replacement, Westchester, NY

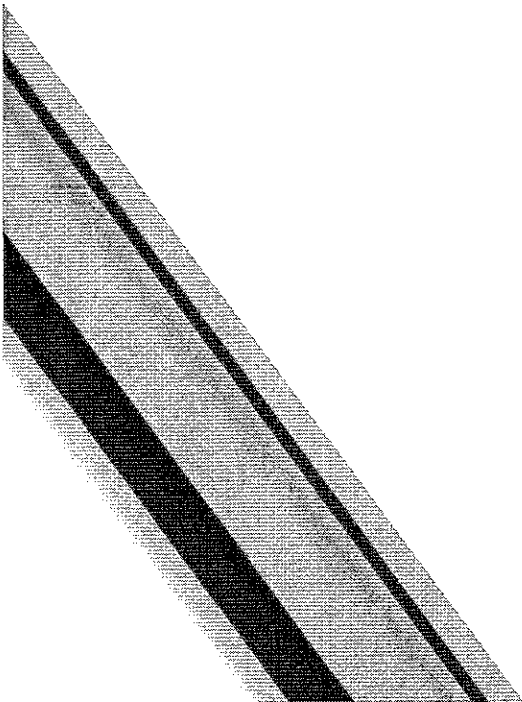
As Project Manager, Mr. Ednie oversaw the final design of the 5.4-mile roadway reconstruction and rehabilitation for the Westchester County Department of Public Works. Work on this Local Design Services Agreement Assignment included pavement repair, milling and resurfacing, curb replacement, installation of a drainage, guiderail, pavement striping, handicap ramps, traffic signal loops, and maintenance and protection of traffic. He also managed the removal of sections of raised median to install left turn lanes.

I-287 Cross Westchester Expressway Reconstruction, White Plains, NY

Mr. Ednie was the Project Engineer responsible for survey and mapping, drainage and utility design, inspection of eight bridges, and design of rehabilitation plans for three bridges along a 2.5 mile stretch of the Cross Westchester Expressway. The work included supplementing and upgrading the drainage system, coordination with utilities, and in-depth structural inspection of eight bridges, seven steel and one pre-stressed concrete, in order to ascertain rehabilitation needs. Final design for rehabilitation of three structures (one pre-stressed concrete) was based on the in-depth inspection findings. Rehabilitation included retrofitting steel simple spans as continuous, replacement of joints, and repair of deteriorated superstructure and substructure for the NYS Department of Transportation.

Ashburton Avenue Reconstruction, Yonkers, NY

Mr. Ednie is currently serving as Project Manager, responsible for providing preliminary design (Phases I-IV) for the reconstruction of approximately one mile of downtown roadway in Yonkers. Work will include survey and mapping, inspection/evaluation of the bridge, soils investigation, development of design alternatives, public information meetings and the development of a Design Approval Document for this Federally-funded project.

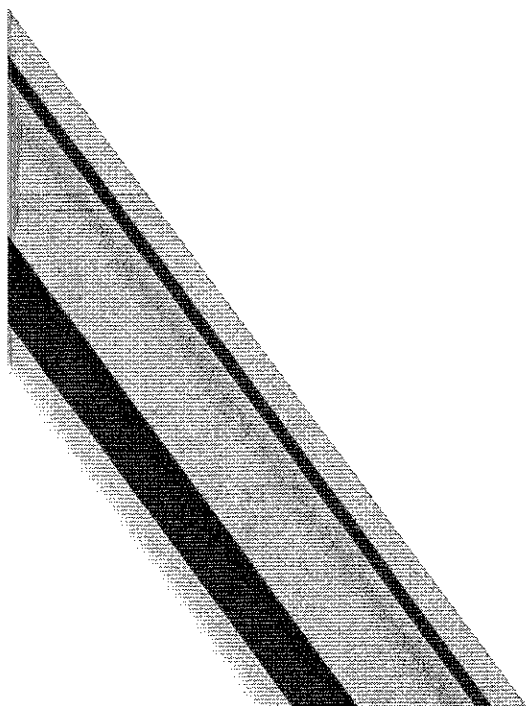


**Brian Ednie, PE** (Continued)
Principal-in-Charge**CR 67, Motor Parkway Bridge over I-495, Hauppauge, NY**

Mr. Ednie served as Project Manager to provide engineering services for the preliminary and final design Phases I-VI for this Local Design Services Agreement project. Elements of this project included: data collection and analysis, survey and mapping, capacity analysis, subsurface investigation, preliminary investigations and detailed environmental studies including groundwater, air quality and noise, and Alternate Alignment studies. A Design Report was prepared based upon this preliminary work and public hearings will be conducted. Final design work includes the preparation of plans and specifications for the replacement bridge, and modifications to the approach roadways. Final design elements include the replacement of the existing four-span bridge with a wider two-span structure. Roadway and underbridge lighting, improved drainage and right-of-way takings will be required. The project will require the addition of turning and/or through lanes to handle traffic congestion. Stage construction, or a temporary bridge, will be required to accommodate traffic during construction.

I-495/Seaford-Oyster Bay Interchange, Nassau County, New York

As the Project Engineer, Mr. Ednie was responsible for portions of the final design for this major bridge and roadway project encompassing 2.5-miles of roadway and nine bridges for the New York State Department of Transportation, Region 10. His responsibilities included investigation and preparation of utility plans, investigation, preliminary, and final analysis and design of existing and proposed drainage systems. This included design of recharge basins, survey and preparation of base plans and mapping, right-of-way plans and acquisition maps, roadway cross-sections, and the final design for structural widening of two bridges carrying the Long Island Expressway over cross roads.



**Wayne Culver, PE**

Project Manager

Education

MBA, Business Management, Montclair State University, 1990

BS, Civil Engineering, Syracuse University, 1978

Registration/Certifications

Professional Engineer: NY, CT

Affiliations

Member American Society of Civil Engineers

Mr. Culver has an extensive background in the design, construction, and inspection of bridges, buildings and other structures. He has designed and provided project management for new and rehabilitated highway structures (e.g. concrete and steel bridges, retaining walls, noise barriers, sign structures and culverts), and has applied his knowledge in the preparation of specifications, estimates, shop drawing review, construction consultation for projects throughout the northeast.

Mr. Culver is also involved in the design of buildings, pre-engineered buildings, substation towers, transmission towers, monopoles and waterfront structures and has a record of providing solid solutions for assignments of various sizes and unique aspects.

Rehabilitation of Bayville Bridge over Mill Neck Creek, Bayville, NY

Mr. Culver was the project manager for this 540 foot long double leaf bascule bridge rehabilitation project. He performed the bridge inspection of the concrete encased steel girders, protective fender system, concrete deck, sidewalks, approaches and adjacent pocket park. Mr. Culver also assisted in preparing the final design report, design phases I-VI, including plans, specifications and estimates, and prepared the environmental permitting.

West Shore Road Seawall, Oyster Bay, NY

Mr. Culver reviewed the structural design, materials, and methods to reconstruct two miles of the deteriorated seawall and the seashore roadway. He prepared the preliminary design and, together with other LKB team members, conducted an environmental impact statement to assess potential impacts to tidal wetlands along the Oyster Bay shore. This EIS was a critical study aspect and included noise and traffic analyses and provision of construction and design alternatives/documents to minimize adverse environmental impacts to wetlands and surface waters. Services also included environmental permitting with NYSDEC, ACOE, USF&WL including NOI, and preparation of soil and erosion control plans for this Nassau County DPW project.

Bronx River Parkway Northbound Exit Ramp to Yonkers Avenue, Westchester County, NY

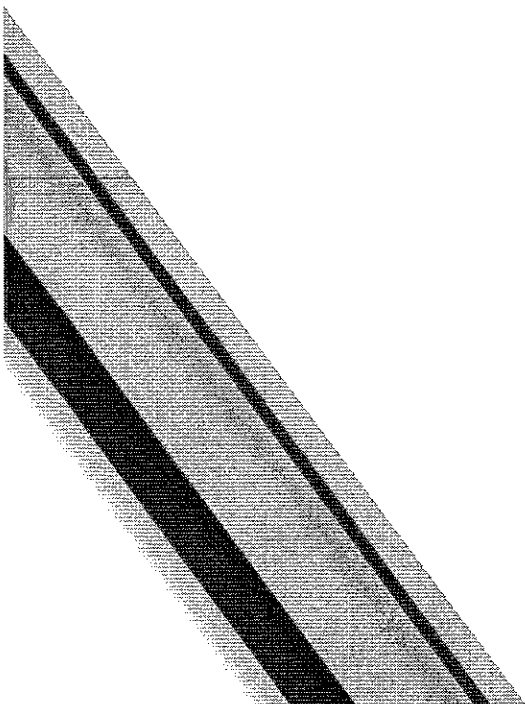
This project was initially County-funded, and then became a LDSA-funded project. Work included preliminary and final design for a new 600-foot ramp structure over the Bronx River.

Quaker Road Bridge over the Croton River, Westchester County, NY

Mr. Culver was the Project Manager for this bridge rehabilitation project which included an in-depth bridge inspection and inspection report. The project included the preparation of preliminary and final design plans for the rehabilitation of this narrow, 100-foot-long historic steel truss bridge. The inspection included arranging for the ultrasonic testing of the 28 steel pins.

Warburton Avenue Bridge over Factory Lane Rehabilitation, Westchester County, NY

Mr. Culver was responsible for performing the evaluation and rehabilitation design of this 276-foot long steel girder and floor beam bridge, which was constructed in 1890. The bridge carries a roadway adjacent to the business district of Hasting-on-Hud-



**Wayne Culver, PE** (Continued)
Project Manager

son. Mr. Culver performed preliminary work including an in-depth inspection, deck evaluation, load ratings and seismic analysis and prepared a Design Report. After design approval, preliminary and final contract plans, specifications and estimates were prepared. Design plans utilized NYSDOT standards. Rehabilitation work included repaving approaches, painting the superstructure, repairing/replacing steel members, replacement of bearings, replacement of concrete deck, replacement of deck joints, replacement of bridge railing and repair of abutments and piers. Design work included the preparation of MPT plans with stage construction and temporary detours. He is also providing engineering design services during construction and construction administration.

Quogue Bridge Rehabilitation, Quogue, NY

In addition to project management of this moveable bridge, Mr. Culver's services included inspection and report preparation. Mr. Culver was also responsible for the preparation and overseeing of preliminary and final design plans, as well as construction support activities including shop drawings and numerous site visits.

Middle Road Bridge over Browns Creek Replacement, Sayville, NY

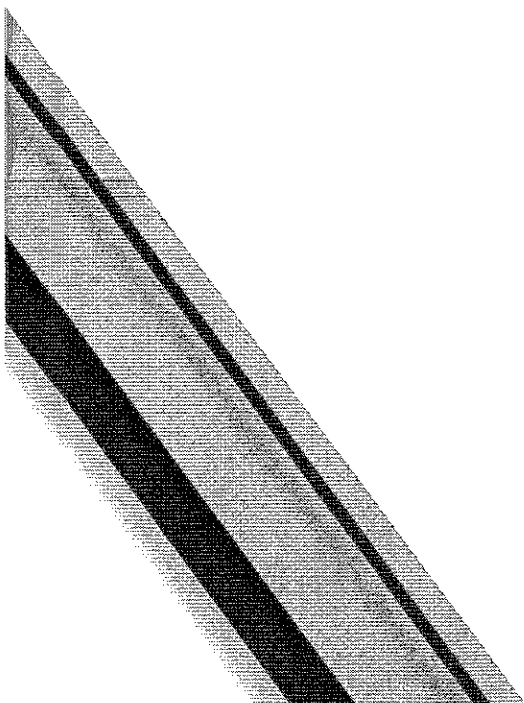
As Project Manager, Mr. Culver was responsible for preliminary and final design of this 28-foot-long, concrete T-beam bridge which carries Middle Road over Browns Creek. Elements for this project included bridge and diving inspection, coring and material testing, load rating, scour analysis, bridge evaluation, and recommendations. The preliminary and final design included environmental permitting, preliminary and final contract document preparation, and construction support for the replacement of the bridge.

Daly Boulevard Culvert Improvement Project, Nassau County, NY

Mr. Culver provided services to rehabilitate this 47-year-old, 211-foot-long, double-barreled concrete box culvert that connects an inland tidal waterway with Barnum Island Channel included inspection, preliminary and final design, a draft report documenting conditions, alternatives to address structural and other deficiencies (e.g. erosion, scour), recommendations, and associated estimated costs. LKB will also provide services during construction as it supports a heavily-traveled, 22-foot-wide concrete roadway and over 25 feet of fill material.

Mamaroneck Avenue over Sheldrake River, Mamaroneck, NY

As Project Manager, Mr. Culver was responsible for services including inspection, design report, and preliminary and final plan preparation.





Maureen Raichel, PE

Structural/Bridge Design, LKB

Education

BS, Civil Engineering, Villanova University, 1988

Registration/Certifications

Professional Engineer: NY

Affiliations

American Society of Civil Engineers

American Concrete Institute

Ms. Raichel has 26 years of experience in structural engineering and has provided designs for diverse sites and facilities ranging from parking garages and highway/pedestrian bridges, to dams and high tension lattice towers and poles. Prior to joining LKB, she spent 13 years with the NYSDOT Region 11 office, supervising the regional bridge maintenance group. She coordinated project development designs and served as QA/QC to ensure good project management for the contract maintenance program. Ms. Raichel worked directly with the regional construction staff and served as the liaison to the NYSDOT office. She has an excellent record in coordinating with federal, state and city agencies, local community groups and utilities to ensure a smooth project progress, monitor service quality, and project budget.

Rehabilitation of Bayville Bridge over Mill Neck Creek, Bayville, NY

Ms. Raichel was a design engineer for this 540 foot long double leaf bascule bridge rehabilitation project. She performed the bridge inspection of the concrete encased steel girders, protective fender system, concrete deck, sidewalks, approaches and adjacent pocket park. She prepared the final design report, design phases I-VI, including plans, specifications and estimates, and prepared the environmental permitting.

Bronx River Parkway Northbound Exit Ramp to Yonkers Avenue, Westchester County, NY

Ms. Raichel assisted in preparing the design report and final design for this new 600-foot ramp structure over the Bronx River. The project included preliminary and final design Phases I-VI. She also provided construction support to Westchester County Department of Public Works through to project completion.

Quaker Road Bridge over the Croton River, Westchester County, NY

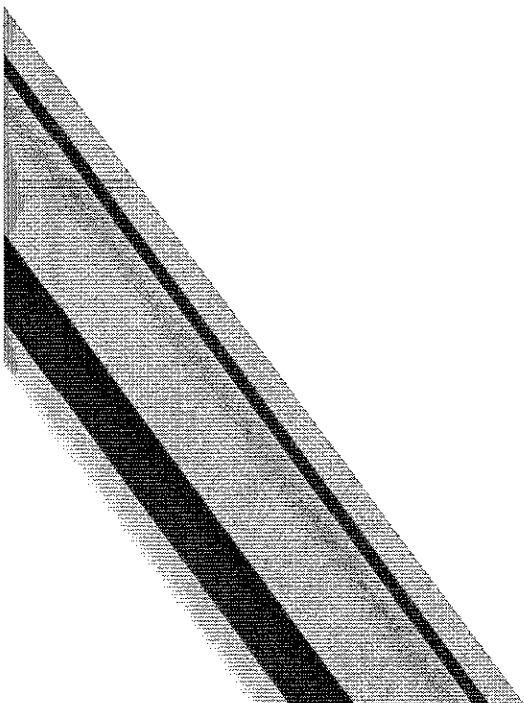
Ms. Raichel performed the in-depth bridge inspection and prepared the inspection report for this project. The inspection included arranging for the ultrasonic testing of the 28 steel pins. She prepared preliminary and final design plans for the rehabilitation of this narrow, 100-foot-long historic steel truss bridge. She also provided construction support to Westchester County Department of Public Works through to project completion.

CR 67, Motor Parkway Bridge over I-495, Hauppauge, NY

Ms. Raichel was the bridge design engineer for this federal aid bridge replacement project carrying CR 67 over the Long Island Expressway. The project included preliminary and final design Phases I-VI. The existing four-span bridge was replaced with a wider two-span structure.

O'Dell Avenue Bridge Replacement, Westchester County, NY

Ms. Raichel was a design engineer on this single span, locally-administered federal aid bridge replacement project for the Westchester County Department of Public Works. Ms. Raichel performed the inspection of the bridge and prepared the inspection and final design reports. She prepared design phases I-VI for the replacement of the single span concrete encased steel arch type structure with a single span precast concrete type arch incorporating helical pile supported foundations and expanded polystyrene fill on the approach spans. During construction, Ms. Raichel provided construction



**Maureen Raichel, PE** (Contin-

ued)

Structural/Bridge Design, LKB

support services. This project was one of Westchester County's first NYS American Recovery and Reinvestment Act (ARRA) projects put into place by the federal government in 2009.

Warburton Avenue Bridge over Factory Lane Rehabilitation, Westchester County, NY

Ms. Raichel performed the bridge inspection and preparation of the final design report, including recommendation for repair of this 276-foot long, four span steel bridge. She was the bridge design engineer during design phases I-VI for this full deck replacement project. Work included the preparation of plans, specifications and estimates. The project was let in late 2013. Currently, Ms. Raichel is providing construction support services including the review and approval of structural shop drawings and material submittals, in addition to providing modifications to details and change orders as requested.

Quogue Bridge Rehabilitation, Quogue, NY

As a structural engineer on this 3-span moveable bridge, Ms. Raichel performed bridge inspections, report preparations, preliminary and final design plan preparation as well as shop drawing reviews.

Middle Road Bridge over Browns Creek Replacement, Sayville, NY

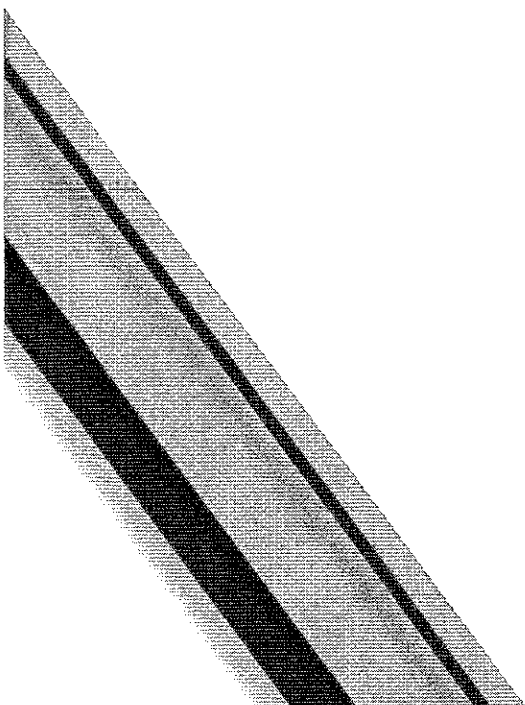
Ms. Raichel prepared the final design report for the replacement of this 28-foot long, concrete T-beam bridge with a 37-foot long precast arch. Work included the bridge inspection, review of coring, diving and material inspections, and a scour analysis. Ms. Raichel prepared the final design report and design phases I-VI including specifications and estimates. She also processed environmental permitting and coordinated with affected water and gas utilities for their removal/replacement before construction. Ms. Raichel is currently providing construction support services.

Parkside Avenue/Ocean Avenue Bridge Rehabilitation over NYCTA, Brooklyn, NY

Ms. Raichel designed the fiber reinforced polymer repair method to implement the seismic retrofit of the steel-encased concrete columns. She assisted with completing/ updating the plans and specifications, including items and details to meet current standards.

Bronx River Parkway Bridge Rehabilitation, Westchester County, NY

As a bridge engineer, Ms. Raichel was involved in the inspection, schematic report and completion of final rehabilitation plans for three bridges including concrete arch, steel stringer and concrete beam bridges. Rehabilitation measures for the one- and two-span bridges include bearing replacement, concrete repairs, railing upgrades, joint replacements, asphalt and specialized overlays, and erosion protection.



**Gene Gaye, PE**

Structural/Bridge Design, LKB

Education

BCE, Clemson University, 1976

Mr. Gaye has 37 years of structural experience from working on NYSDOT Structure Projects while employed with NYSDOT (31 years) in Region 10 and Region 11, and while working for several Consultant Firms (6 years). In the last 3 years and 9 months of his career with NYSDOT he was the Region 10 Acting Regional Structures Engineer and the Regional Structures Management Engineer, and in charge of the 14 Engineering staff comprising the R10 Structures Unit of the Design Department.

Rehabilitation of 11 Bridges on Various Routes, Towns of Brookhaven and Riverhead, NY

Mr. Gaye was the Project Manager for this project, which involved major rehabilitation, including monodeck type repairs, installation of hydraulic seismic dampeners, new bridge elastomeric bearings, standard bridge approach guide railing, and deck wearing surface overlays. The work met NYSDOT requirements and those for Federal Aid. The NYSDOT Structures Division provided all seismic analysis and design for the seismic dampener systems that used a new type of hydraulic piston dampener feature made available from England. The contract specs called for this proprietary item specification to be used in the bid.

Rehabilitation of Long Beach Boulevard over Reynolds Channel, Town of Hempstead, NY

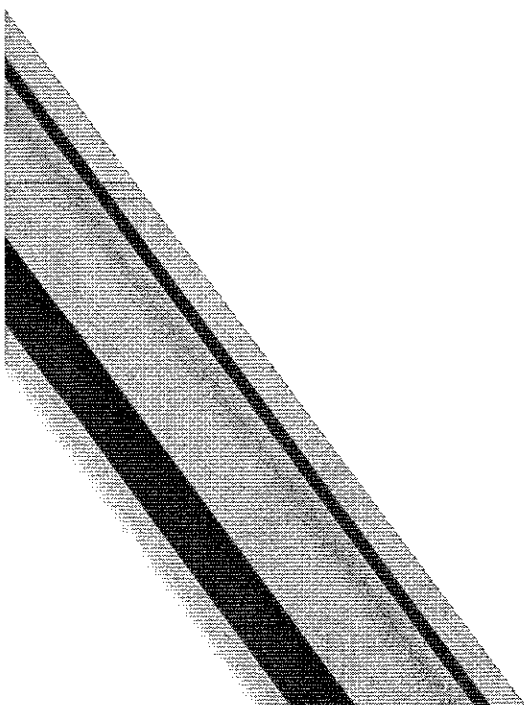
This bascule bridge met NYSDOT review requirements and Federal Aid requirements. The permits from USCG and NYSDEC, and COE were to be obtained by Nassau County. The contract bid letting resulted in a Case 2 bid, and the project was recycled for another letting to its award in 2003.

Rehabilitation of Northbound Robert Moses Causeway Bascule Bridge over State Boat Channel, Suffolk County, NY

Mr. Gaye was a Senior Civil Engineer for the rehabilitation of a steel bascule and flanking span framing this bridge. Large portions of the open deck grating on the bascule spans were replaced. The concrete deck slabs of the approach spans (steel stringer type) were high pressure water blasted to expose the top bar mat for a monolithic deck repair to all approach spans. One extra improvement to this bridge was the evaluation of the bascule spans for seismic forces, resulting in the strengthening of the bascule trunnion bearing caps and bolts and concrete encased steel trunnion support towers. New bridge railing was installed along with approach guide railings as all the bascule bridge projects also had. The Operators Tower building was upgraded with better windows and security doors.

Robert Moses Causeway, Southbound, over Great South Bay, Suffolk County, NY

Mr. Gaye was a Senior Civil Engineer on this \$51 million bridge over the water. The bridge was rehabilitated to repair the main span (steel suspended through arch) and anchor spans where deterioration had occurred. The entire concrete deck slab was removed from the main and anchor spans comprising the suspended arch truss. Deck floor beams were found heavily corroded on one end at the top flange, and more repairs were made than anticipated in the design (floorbeam flanges were typically buried in the concrete slab so corrosion was not visible until the slab was pulled away). The wind tongue assemblies were reconstructed as part of the main span steel framing repair. The many 100-foot spans (two-girder) in the approaches were rehabbed to make repairs to the steel before placing the new deck slab. The shorter



**Gene Gaye, PE** (Continued)
Structural/Bridge Design, LKB

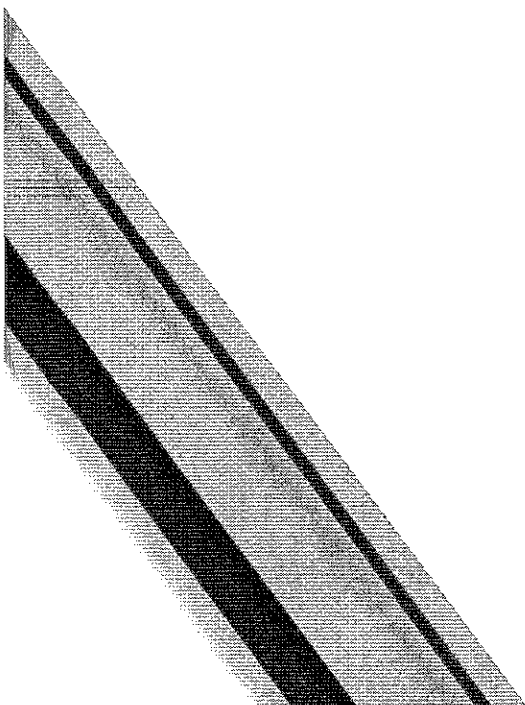
approach stringer spans were completely replaced to bring their span load capacity to current standards. The designer proposed concrete spread box for the shorter approach spans, and value engineering during construction resulted in "quad tee slab units" being used. The new bridge deck for this almost mile long structure also provided for new bridge railing and lighting improvements. The concrete substructures were retained in the design and were provided with repair details for spall areas. Steel pile jackets were also installed around the many approach span pier bent pilings for scour protection.

South Shore Bridge Repair, Phases 5 and 6, Nassau County, NY

Mr. Gaye was a Senior Civil Engineer for this project which included the water-based inspection of the concrete substructures and concrete pile bents belonging to five bridges that carry the Meadowbrook Parkway and Loop Parkway over the Hempstead Bay. The project required final design, project plans, specifications and cost estimate for the work to repair the concrete substructure cracks and spalls, and for removal of some old pile jackets and installation of new pile jackets. The new pile jackets also contained cathodic protection elements and electric monitoring contacts for future monitoring of the sacrificial annodes that are cast into the jacket concrete.

Speonk River Bridge Replacement, Southampton, NY

Mr. Gaye was the Project Manager for the replacement of the Speonk River Bridge, which removed the older bridge deficiencies in load capacity and obsolete functionality. The replacement bridge is a single span pre-stressed concrete slab bridge and the vertical profile raising and higher reconstructed approaches lessen the bridge flooding by providing the better freeboard. This bridge met all the NYSDOT and Federal Aid requirements based upon the reviews by NYSDOT and Suffolk County obtained permits from other agencies having jurisdiction (NYSDEC, COE, NYSDOS- CZM).





George Lau, PE

Structural/Bridge Design, LKB

Education

BE, Mechanical Engineering, SUNY Stony Brook,
2006

Registration/Certifications

Licensed Engineer: CT, NJ, NY

Affiliations

National Society of Professional Engineers
American Society of Civil Engineers
American Institute of Steel Construction
Structural Engineering Institute
Geo Institute

Mr. Lau has over 8 years experience in transportation highway and roadway design and inspection, construction management, and commercial and residential building construction. He has both field and design experience in structural, civil, architectural, mechanical and environmental projects

Rehabilitation of Bayville Bridge over Mill Neck Creek, Bayville, NY

Mr. Lau was a design engineer for this 540 foot long double leaf bascule bridge rehabilitation project. He performed the bridge inspection of the concrete encased steel girders, protective fender system, concrete deck, sidewalks, approaches and adjacent pocket park. He also assisted in preparing the final design report, design phases I-VI, including plans, specifications and estimates, and prepared the environmental permitting.

Quogue Bridge Rehabilitation, Quogue, NY

As a structural engineer on this 3 -span moveable bridge, Mr. Lau performed bridge inspections, report preparations, preliminary and final design plan preparation as well as shop drawing reviews.

Warburton Avenue Bridge over Factory Lane Rehabilitation, Westchester County, NY

Mr. Lau was the Project Engineer for this project, providing engineering design services to rehabilitate the 276-foot-long steel bridge carrying Warburton Avenue over Factory Lane. The project construction may be Federally funded, therefore the requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) were followed. The Schematic Report phase included the bridge inspection, load ratings and the preparation of a Design Approval Document. Following design approval, construction contract documents, including plans, specifications, and estimates, were prepared for bidding purposes. In addition, the work will include providing services during bidding, design services, and construction administration during the construction phase of the project.

Daly Boulevard Culvert Improvement Project, Nassau County, NY

Mr. Lau assisted on this project that included inspection, preliminary and final design, and services during construction, to rehabilitate this 47-year old, 211-foot-long, double barreled concrete box culvert. Connecting an inland tidal waterway with Barnums Island Channel, it supports a heavily traveled 22-foot-wide concrete roadway and over 25 feet of fill material. Mr. Lau helped with the field inspection of the structure and preparation of a draft report documenting the conditions, identifying alternatives to address structural and other deficiencies (e.g. erosion, scour), recommendations and

**George Lau, PE** (Continued)
Structural/Bridge Design, LKB

associated estimated costs.

Bronx River Parkway Northbound Exit Ramp to Yonkers Avenue, Westchester County, NY

Mr. Lau was involved in checking shop drawings including sheet piles, wale, and anchors, for a proposed retaining wall for this new 1,000-foot-long ramp including a 600-foot-long bridge and 300-foot retaining wall.

Quaker Road Bridge over the Croton River, Westchester County, NY

Mr. Lau assisted in the in-depth inspection of this bridge for structural and approach area defects. Duties involved detailed inspection reports and assisting in preliminary design alternatives and construction estimates. The project involved rehabilitation of a 100-foot-long historic truss bridge over the Croton River.

CR 67, Motor Parkway Bridge over I-495, Hauppauge, NY

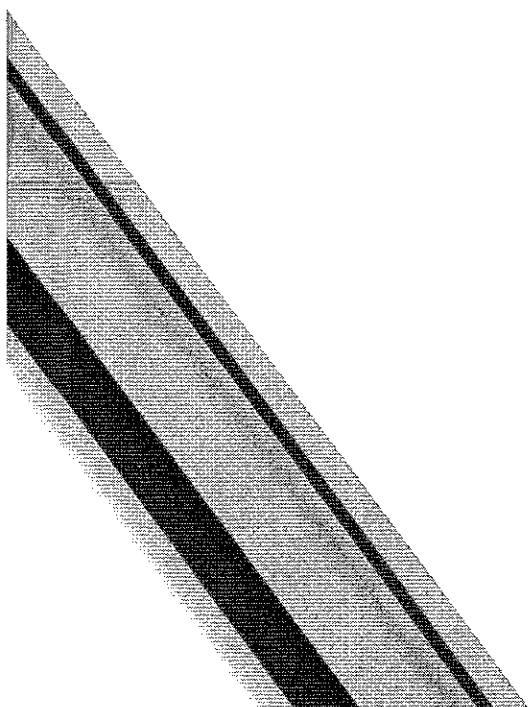
Mr. Lau assisted in the design and inspection of drainage structures, utility plans, and grading for a bridge replacement and widening project. This project included a 230-foot, two-span continuous bridge, and widening of the service roads and approaches over I-495. In addition, he analyzed and designed various structural bridge elements including, but not limited to, steel girders and abutments.

O'Dell Avenue Bridge Replacement, Westchester County, NY

This project consisted of replacing an old existing steel framed bridge that crosses over the old Putnam County Railroad. Mr. Lau designed various elements of the project, including the concrete pile foundations, footings, retaining walls, roadway and sidewalks. The project involved a precast concrete arch in place of the existing bridge. Mr. Lau was also involved in reviewing shop drawings during construction.

Middle Road Bridge over Browns Creek Replacement, Sayville, NY

Mr. Lau was the Project Engineer on this bridge rehabilitation project. The project consisted of the removal of an existing bridge replacing it with a new prefabricated concrete arch bridge. He designed all aspects of the substructure including the foundation and other geotechnical design considerations. He also designed cast in place concrete piles, wing walls, and concrete caps.



**Bart A. Marino, PE**

Highway Design, LKB

Education

MS, Civil Engineering, Polytechnic Institute, 1982

BE, Civil Engineering, Manhattan College, 1975

Registration/Certifications

Professional Engineer: NY, CT

Affiliations

National Society of Professional Engineer

American Society of Civil Engineers

Mr. Marino has expertise in the design, inspection, and construction administration of highway improvements, storm water drainage improvements, site work and park renovation projects. A practicing engineer since 1975, he has an impressive track-record of successful performance as project manager/engineer, and resident engineer with projects ranging from under \$100K to \$30 million in construction cost. His work reflects the insight of applying a blend of practical, hands-on and theoretical experience gained from working in both the field and office in all phases of civil engineering over his career. This includes design, construction, construction inspection, and surveying.

West Shore Road Seawall, Oyster Bay, NY

Mr. Marino served as Project Manager for the design of replacement of two miles of deteriorated seawall for the Nassau County Department of Public Works. The project includes evaluation of materials and methods, construction drawings, specifications, estimates and public meetings. Work also involved environmental permitting with NYS Department of Environmental Protection, Army Corps of Engineers, US Fish and Wildlife, including Notice of Intent, and preparation of soil and erosion control plans, roadway and drainage design

Margaret Drive/Ashley Drive Improvements, North Valley Stream, NY

Mr. Marino was Project Manager for preliminary design through completion of construction of approximately 2.3 miles of residential roadways for the Town of Hempstead Department of Engineering. The project involved removal of a roadway flooding condition caused by inadequate flow capacity downstream, by raising the roadway elevation and installation of a 36-inch perforated by-pass pipe.

Soloff Boulevard/Sprague Boulevard Improvements, Inwood, NY

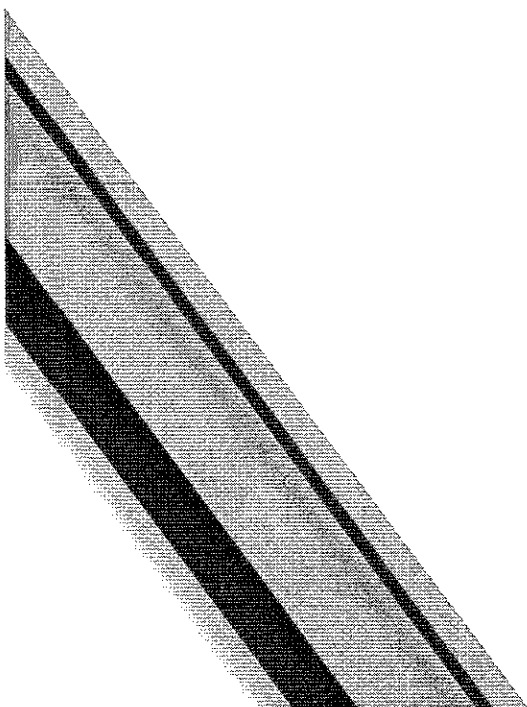
As Project Engineer, Mr. Marino performed preliminary and final design work for the Town of Hempstead, including horizontal and vertical alignment of curbs and roadways, drainage analysis and design, and design of proposed drainage system for approximately two miles of residential and industrial roadways. He performed construction estimating and specification writing, and supervised and verified the work of other engineers and technicians who assisted in the design tasks.

CR 16, Portion Road Reconstruction, Lake Ronkonkoma/Farmingville, NY

Mr. Marino served as Project Manager/Engineer for preliminary and final design phases for the widening of 2.73 miles of roadway for the Suffolk County Department of Public Works. The work involved highway design Phases I to VI. Work for this federally-funded project under NYS Department of Transportation requirements, included a design report and environmental assessment, and significant interaction with the public at meetings and public hearings. As Project Manager, Mr. Marino supervised and reviewed the work of engineers and technicians who assisted in the design tasks.

Wantagh Park Marina Bulkhead Reconstruction, Nassau County, NY

Mr. Marino provided project management for the preparation of plans and specifications to replace 2,850 linear feet of timber bulkhead with a reinforced fiberglass plastic composite bulkhead. The design utilized the tieback system, incorporated a continuous curved reinforced concrete cast-in-place wale to accommodate the curved portion of the bulkhead, and a concrete cast-in-place cap. New railings were installed



**Bart A. Marino, PE** (Continued)
Highway Design, LKB

along with new electrical services to boat slips, new security lighting, and refurbishment of existing roadway light poles. The Project was named Project of the Year by the Nassau Chapter of the New York State Society of Professional Engineers.

Route 27, Sunrise Highway, Patchogue, NY

Mr. Marino designed the maintenance and protection of traffic plan, and the layout and drainage for approximately five miles of roadway for the NYSDOT. Prepared the final design of service roads, ramps, and final adjustments to alignment of the mainline roadways. Work included design of restoration limits (temporary easements) and construction estimating.

Ashburton Avenue, Yonkers, NY

Mr. Marino is the Project Manager/Engineer for the improvement of Ashburton Avenue. This twelve million dollar project is approximately one-mile long and is federally-funded, requiring compliance with federal requirements and procedures. This includes developing preliminary design alternatives, design report (Phase I-IV) and the Design Approval Document. Currently, this estimated \$8M project is in the construction phase (Phases VI and VII). The work includes survey and mapping, inspection/evaluation of the bridge over the Nepperhan River, soils investigation, highway and drainage evaluation and design, engineer's estimates, vapor testing, traffic signal design, and design of bridge rehabilitation.

Route 22 Bridge over the East Croton River, Paterson, NY

Mr. Marino was the Project Engineer for the preliminary design phase of this project. Work included the preparation of an expanded project proposal and design report, development of alternative designs, preliminary bridge plans, highway alignment, addressing environmental concerns, and preparation of estimates.

On-Call Roadway and Drainage Improvements, Nassau County, Nassau County, NY

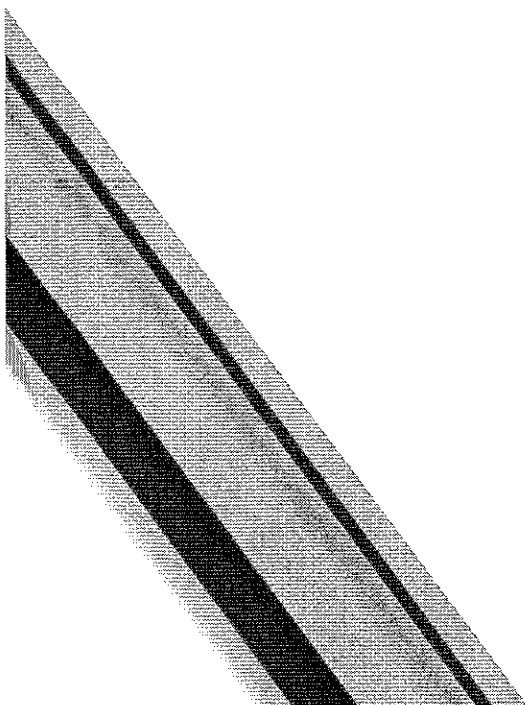
Mr. Marino performed design-related work involving reconstructing and upgrading of over 60 miles of existing residential and commercial highways, six commuter parking fields, and four drainage creeks in various Nassau County municipalities for the Nassau County Department of Public Works. Work included roadway widening/upgrading to current town and county standards, studies and reports, traffic/drainage capacity evaluations, utility relocations, alignment, materials selection, preparation of drawings, estimates and specifications, and construction inspection and administration.

Todd Drive Road and Drainage Improvements, Glen Head, NY

Mr. Marino served as Project Manager on residential roadway and drainage improvements in the Todd Drive area for the Town of Oyster Bay, including all work from pre-bid phase through to construction completion.

South Merrick Storm Drainage and Highway Improvements, South Merrick, NY

Mr. Marino served as Project Manager for the design of improvements to four miles of roadway, to be constructed in four phases, for the Town of Hempstead. The project included a drainage study, field mapping, design of roadway and drainage, and preparation of construction documents. Phases I through III have been constructed.





Marian Wypyski, PE

Highway Design, LKB

Education

BS, Civil Engineering, Lafayette College, 1983

Registration/Certifications

Professional Engineer: CT, NY

Affiliations

National Society of Professional Engineers

American Society of Civil Engineers

Ms. Wypyski has over 33 years of experience in a broad range of civil engineering projects including drainage and flood studies, site development projects, sub-division layout and design, municipal roadway improvements, sanitary disposal systems and sewage pumping stations, traffic and safety improvements, and urban highway design projects. She is adept at using several computer models to design drainage improvements and for floodplain modeling. Ms. Wypyski also participates in public outreach, presenting projects to the public for both informational meetings and formal hearings.

CR 16, Portion Road Reconstruction, Lake Ronkonkoma/Farmingville, NY

As Project Engineer for the final design phase of this 2.73-mile LDSA project, Ms. Wypyski was responsible for the design of safety/capacity improvements such as positive drainage collection systems and recharge basins, new traffic signals/intersection layouts, new horizontal/vertical roadway alignments to accommodate pavement widening, pedestrian facilities and a new bicycle lane. This required extensive coordination with utility companies to mitigate utility conflicts and schedule betterment work. In addition, Ms. Wypyski assisted in the coordination with local civic organizations.

Bronx River Parkway Northbound Exit Ramp to Yonkers Avenue, Westchester County, NY

On this LDSA project for the Westchester County DPW, Ms. Wypyski performed a hydraulic analysis for the proposed 600-foot ramp structure that crosses the Bronx River in Yonkers. She performed a HEC-2 analysis for the new piers and approach retaining wall, located in the Bronx River. Her analysis determined that the impact of the proposed ramp on the water surface elevation was minimal.

Town of Hempstead Road and Drainage Improvements, Hempstead, NY

LKB provided ongoing design and construction inspection services for betterment projects and road and drainage improvements for the Town of Hempstead. Recent projects include four individual contracts totaling a length of 7.3 miles of roadway. Services provided by LKB include topographic survey by both aerial and field methods, engineering inspection and evaluation preparation of design plans including changes to horizontal and vertical alignments, reconstruction of roadways, curbs, driveways, sidewalks, etc. During the construction phase, LKB provides full-time resident representation, as well as basic services during construction.

Route 979 Bridge over Conrail, Ulster, NY

Ms. Wypyski designed drainage and roadway improvements to accommodate the new bridge structure and pavement widening. The work include preparation of final design contract plans, specifications, and cost estimates.

Nissequogue River Bridge Replacement, Smithtown, NY

Ms. Wypyski served as Project Manager for this NYSDOT bridge replacement project that included highway and drainage improvements to Routes 25 and 25A. Drainage design included subsurface leaching basins and construction of a stone apron to prevent direct runoff discharge into protected wetlands. Implementing construction

**Marian Wypyski, PE** (Continued)
Highway Design, LKB

staging was a key aspect to successfully limit impacts on the environmentally-sensitive Nissequogue River corridor. Work also included the restoration of an historic pony truss bridge over the river, which is located in a county park immediately adjacent to the highway structure. Ms. Wypyski designed the roadway and drainage improvements and supervised the preparation of the contract documents.

Northern State Parkway/Shelter Rock Road Interchange, Nassau County, NY

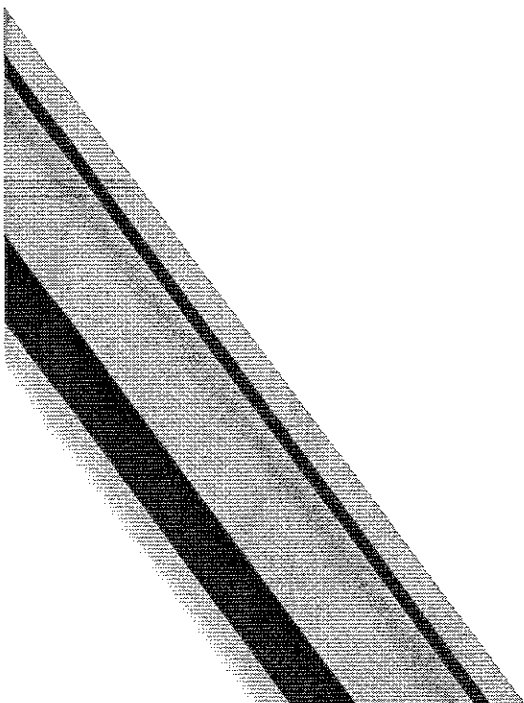
To determine the cause and extent of chronic flooding along a section of the parkway, Ms. Wypyski prepared a drainage study for NYSDOT. Using soil conservation service techniques, she investigated and computer-modeled a 1.7-square-mile watershed area. She analyzed the positive drainage system that extended beyond the parkway to adjacent portions of I-495, and two recharge basins, one of which was also a mapped wetland. She determined what system elements were deficient and designed improvements to correct them. Subsequent construction of these improvements eliminated the chronic flooding problem.

Route 25 from Route 347 to South Howell Avenue, Suffolk County, NY

As Project Engineer for this NYSDOT project, Ms. Wypyski prepared the design report and environmental assessment, public information meeting materials in Phases I-IV and final contract documents for Phases V-VI. This 3.5-mile, high-volume section of the five-lane urban arterial highway included 17 signalized intersections. The project was initiated to reduce high accident rates and mitigate safety deficiencies via extensive drainage, traffic and safety improvements (e.g., additional exclusive turning lanes, new traffic and pedestrian signals, intersection re-alignment, revised crosswalk/sidewalk ramp layouts, pavement widening and context sensitive design features). Drainage improvements included extension of the positive systems, installation of a new recharge basin and rehabilitation of ecological recharge basins. The project required preparation of more than 150 right-of-way acquisition maps and extensive coordination with utility companies to relocate facilities and mitigate utility conflicts with the proposed work. It also required coordination between the Towns of Smithtown and Brookhaven, the Village of Lake Grove and local civic associations.

Tobay Beach Parking Lot, Massapequa, NY

Ms. Wypyski designed improvements for a one million-square foot parking lot, including entranceway and guard booth. She revised the entrance area to provide additional storage lanes for incoming traffic approaching the ticket booths and designed the pavement marking layout to provide additional parking and improved vehicular and pedestrian traffic flows. Additionally, she supervised the preparation of contract documents, technical specifications and cost estimates.



**Richard J. Malec, PE**

Highway Design, LKB

Education

MS, Civil Engineering, Rensselaer Polytechnic
Institute, 1977BS, Civil Engineering, Rensselaer Polytechnic
Institute, 1974

Registration/Certifications

Professional Engineer: CT, MD, NJ, NY

Affiliations

National Society of Professional Engineers

Institute of Transportation Engineers

American Society of Civil Engineers

Mr. Malec has 40 years of experience in civil engineering, primarily transportation and traffic engineering, traffic impact assessments, highway design, maintenance and protection of traffic, and site development impacts. He is responsible for conducting traffic and transportation planning studies, including origin-destination studies, and conceptual and final design plans for projects involving highway reconstruction, intersection improvements, parking facilities, and roadways.

In addition, he is responsible for the development of traffic signal plans, computerized traffic simulation models, accident history analyses, and traffic calming design features.

Road and Drainage Improvements, Town of North Hempstead, Town of North Hempstead, NY

As the Project Engineer, Mr. Malec developed base plans, roadway horizontal/vertical alignment with spot grades, curb/drainage layout, pavement markings, specifications, estimates, and contraction bid documents.

CR 16, Portion Road Reconstruction, Lake Ronkonkoma/Farmingville, NY

Mr. Malec was the Transportation Manager for the reconstruction of 2.7 miles of CR 16. The project included topographic mapping, environmental studies, traffic analyses, acquisition of right-of-way to accommodate the road widening, the preparation of a design report/environmental assessment document, several public information meetings, and two EDPL public hearings. The project was federally funded and the design advanced under LDSA requirements.

Bronx River Parkway Northbound Exit Ramp to Yonkers Avenue, Westchester County, NY

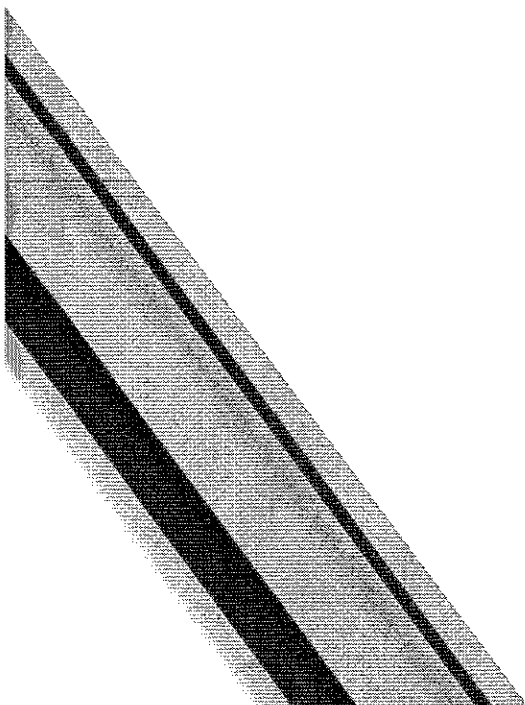
Mr. Malec preformed vehicle projections, traffic analysis and prepared detailed traffic signal design plans for the intersection of a new Bronx River Parkway Exit Ramp at Yonkers Avenue which carries approximately 16,000 vehicles a day. Additionally, MPT plans, quantity take-off, and cost estimates were undertaken as part of the contract document package.

CR 35, Stoneleigh Avenue Improvements, Carmel, NY

Mr. Malec developed the preliminary roadway plans, profiles, typical sections, and construction cost estimates for this federally-funded project. He also managed and supervised the traffic components, which included traffic data collection and analysis, accident analysis, and the development of various intersection improvements at the Stoneleigh Avenue/Route 6 intersection.

Route 25 Reconstruction, Centereach, NY

Mr. Malec's responsibilities on this NYSDOT project included accident history analysis using the NYSDOT PILSYS program, traffic counts for the AADT (annual average daily traffic), coordination and management, and turning movement traffic counts at 19 locations. He was also responsible for the supervision of the LOS analysis for existing/future build conditions, and the designs of traffic signal plans for 11 signalized intersections during the project's final design phase. In addition, he supervised the completion of the final PS&E package, including general notes, plans, typical sections, grading



**Richard J. Malec, PE** (Continued)
Highway Design, LKB

and drainage plans, MPT plans, miscellaneous details, items, quantity take-offs, and estimates.

Bruckner/Cross Bronx Expressway Interchange, Bronx, NY

Mr. Malec's responsibilities on this NYSDOT project involved the development of MPT plans for the reconstruction of the expressways. This included various detour routes, several phases of construction sequences, corresponding MPT layouts, and traffic and level-of-service analyses for assessing the effects of the MPT plans on the local street network.

Nissequogue River Bridge Replacement, Smithtown, NY

As Project Engineer for this NYSDOT project, Mr. Malec was responsible for highway design plans for the bridge replacement, which required several phases of construction and corresponding MPT schemes, as well as the design of a multi-phase traffic signal.

Shore Road and Harbor Road Reconstruction, Port Washington, NY

As Project Engineer, Mr. Malec was responsible for highway alignment design and traffic analyses for the Nassau County DPW. This project involved the development of horizontal and vertical alignment plans, drainage and utility plans, pavement marking plans, and traffic signal plans, along with an engineer's estimate.

Peninsula Boulevard/Clinton Street Intersection Improvements, Hempstead, NY

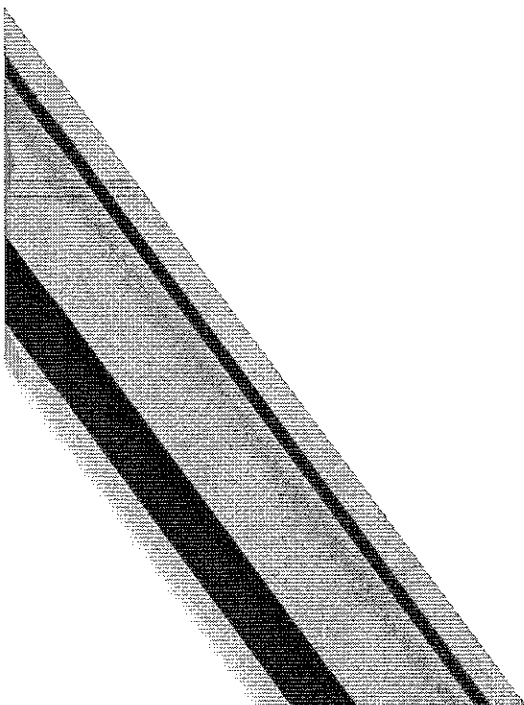
For this Nassau County DPW project, Mr. Malec managed the traffic components, which included traffic data collection, traffic and accident analyses, development of intersection improvement schemes on an aerial photo base, preparation of a pamphlet comparing the advantages and disadvantages of the alternatives, and the initiation of the Expanded Project Proposal report. In addition, he oversaw the traffic simulation and modeling of the project road network, using the SYNCHRO/SIMTRAFFIC computer programs.

Route 27, Sunrise Highway, Patchogue, NY

Mr. Malec was responsible for traffic engineering design, including temporary traffic signals and MPT plans for the construction of two grade separations along a two-mile section of Route 27 for NYSDOT.

Ashburton Avenue Reconstruction, Yonkers, NY

Mr. Malec prepared the contract scope of services for survey, engineering design, environmental assessment and public involvement work tasks in accordance with federal and state Locally Administered Federal Aid Projects. In addition, Mr. Malec performed the traffic analysis and prepared the Design Report for the preliminary design phase of the project. During the final design phase, Mr. Malec designed the traffic signal interconnect system for 10 signals, maintenance and protection of traffic plans, pavement marking plans, typical sections and signage plans.



**John Gerlach, CGWP, LEP**

Environmental Permitting, LKB

Education

MS, Geology, SUNY Stony Brook, 1987

BS, Geology, SUNY Fredonia, 1983

Registration/Certifications

Licensed Environmental Professional: CT

Affiliations

National Ground Water Association

Certified Ground Water Professional

Environmental Professional, CT #419

Certified Wetland Delineator (Rutgers)

Professional Ethics/ Data Integrity Training

29 CFR/OSHA 1910.120 HAZWOPR

9 CFR/OSHA 1910.146 Confined Space

A 32-year professional environmental consultant and scientist/hydrogeologist, Mr. Gerlach has managed more than 300 environmental projects in 14 states. He is experienced in the site-specific application of local environmental laws, regulations and guidance documents to a wide variety of environmental media, including contaminated fill, soil, sediment, surface-water, ground water and air; and contaminants, including PAHs, metals, petroleum, solvents, PCBs and dioxin.

He is adept in specialized data gathering/interpretation techniques such as low-flow sampling, air and noise monitoring/modeling, geophysical surveying, statistical analysis, 3-D data visualization, and wetland delineation. He is familiar with LEQR and SEQR requirements for development and landfill projects.

CR 16, Portion Road Reconstruction, Lake Ronkonkoma/Farmingville, NY

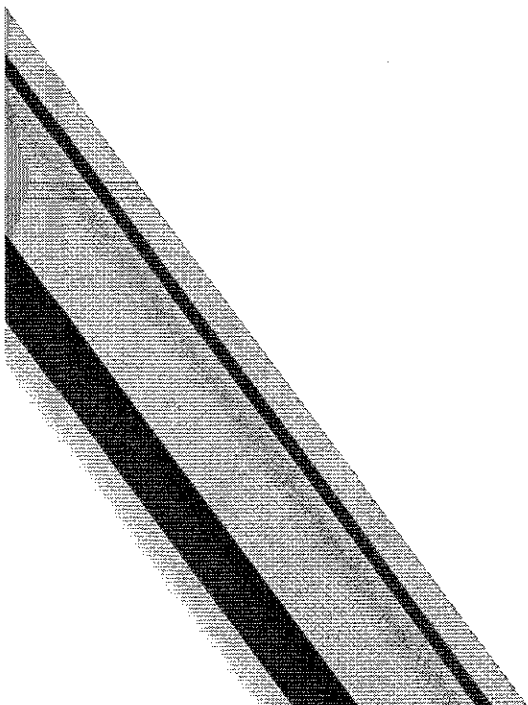
Mr. Gerlach performed a noise study, a water quality study (Toler analysis), a microscale air quality analysis per NYSDOT EPM 2001 that have been accepted by the involved agencies. Environmental assessments included noise/field construction measurements and future traffic noise levels modeling utilizing the FHWA traffic noise model program, and a noise study report. Water quality study entailed hydraulic analysis of storm water and deicing salt runoff from the project area on the nearest public supply wells and surface water bodies and the preparation of a water quality report. The air quality study entailed a volume threshold screening/modeling of localized traffic-related carbon monoxide emissions utilizing the NYSDOT Roadmap and the FHWA CAL3QHC programs and preparation of a study report. The air quality analysis entailed utilizing MOVILE6 Emission Factors and the CMAQ program to predict the difference in ozone precursor emissions as a result of completing the project after certain milestone years, pursuant to the Transportation Conformity Waiver and a mesoscale analysis report.

Wantagh Park Marina Bulkhead Reconstruction, Nassau County, NY

Mr. Gerlach successfully completed the environmental permit application package for a project entailing reconstruction of 2,000 lineal feet of marina bulkhead within a tidal wetland. He prepared the NYSDEC/USACE Joint Application for Permit (Tidal Wetlands and Nationwide Permits), and NYSDOS State and Federal Coastal Zone Consistency Forms, including the Short EAF and related attachments.

Bronx River Parkway Northbound Exit Ramp to Yonkers Avenue, Westchester County, NY

Mr. Gerlach performed an assessment of construction and future traffic noise impacts, impacts on water and air quality, and cultural, historical and ecological quality. Based on the findings, he determined a noise study was not required. The water quality impacts assessment included a toler analysis and surface/groundwater resources in the project area. An air quality impacts assessment was performed, which entailed a volume threshold screening to demonstrate that volume threshold limits were not





John Gerlach, CGWP, LEP

(Continued)

Environmental Permitting, LKB

exceeded. A mesoscale air quality analysis was also performed, utilizing MOBILE 6 emission factors. The cultural, historical and ecological impacts assessments entailed gathering/assessing government agencies relevant information (i.e., NYSOPRHP, NYS-DEC, USACE), and field verification that these resources were not present.

CR 67, Motor Parkway Bridge over I-495, Hauppauge, NY

Mr. Gerlach performed a noise study, a water quality study (Toler analysis), a microscale air quality analysis per NYSDOT EPM 2001 that have been accepted by the involved agencies. Environmental assessments included noise/field construction measurements and future traffic noise levels modeling utilizing the FHWA traffic noise model program, and a noise study report. Water quality study entailed hydraulic analysis of storm water and deicing salt runoff from the project area on the nearest public supply wells and surface water bodies and the preparation of a water quality report. The air quality study entailed a volume threshold screening/modeling of localized traffic-related carbon monoxide emissions utilizing the NYSDOT Roadmap and the FHWA CAL3QHC programs and preparation of a study report. The air quality analysis entailed utilizing MOVILE6 Emission Factors and the CMAQ program to predict the difference in ozone precursor emissions as a result of completing the project after certain milestone years, pursuant to the Transportation Conformity Waiver and a mesoscale analysis report.

Environmental Assessments for Infrastructure Improvement Projects, Various Locations, NY

Mr. Gerlach has detailed environmental assessments for a variety of local infrastructure improvement projects, including roadway reconstructions, new highway off-ramps and bridge replacements. His services on these projects typically include a noise study, a water quality study with Toler analysis, a microscale air quality study and a mesoscale air quality analysis. This work is performed in accordance with the NYSDOT requirements and all have been accepted by the involved agencies. The noise studies entailed assessment of construction noise and potential traffic-related noise impacts and preparation of reports of the findings for inclusion in the EAs. The water quality studies entailed hydraulic analysis of storm water and deicing salt runoff from the project areas on the nearest public supply wells and surface water bodies, and preparation of detailed water quality reports for the EAs. The microscale air quality studies entailed volume threshold screenings and modeling of localized traffic-related carbon monoxide emissions utilizing the NYSDOT Roadmap Program and the FHWA CAL3QHC Program, and preparation of a detailed air quality study reports for the EAs. The mesoscale air quality analyses entailed utilizing MOBILE6 Emission Factors and the CMAQ Program to predict the differences in ozone precursor emissions as a result of completing the projects after certain milestone years, pursuant to the Transportation Conformity Waiver, and preparation of mesoscale analysis report for the EAs.

**Gareth Rees, PE**

Electrical Engineering, SBE

EducationElectrical Engineering, Polytechnic of Wales,
Glamorgan, UK, 1968**Registration/Certifications**

Chartered Engineer: United Kingdom

Professional Engineer: NY, CA, CO, CT, FL, LA, MD,
MI, NJ, OR, PA, TX, VA, WA,**Affiliations**

National Society of Professional Engineers

Mr. Rees is fully versed in all aspects of electrical engineering. His experience includes movable bridges, heavy industry, electrical utility generation transmission and distribution, municipal installations, switchgear development and their application, power generation and distribution analysis and design, control system design (including PLC's and distributed analog and digital control systems), motor, motor control and motor drive technologies and their application, communications engineering, contract management, construction supervision, commissioning and start-up. His movable bridge experience includes inspections ranging from cursory to in-depth, failure analysis, troubleshooting, design for rehabilitation of existing bridges and design for new installations, peer review and value engineering. Mr. Rees is intimately familiar with AASHTO LRFD Movable Highway Bridge Design Specifications, among numerous other guidelines and specifications.

Haystack Railroad Bridge, Sonoma-Marin Area Rapid Transit

Mr. Rees was the Lead Electrical Engineer for the design of a replacement single leaf bascule railroad bridge in Petaluma, California. The designed bridge electrical systems consist of modern PLC logic control and flux vector variable frequency drives. The electric service and standby generator for bridge back up power are located on one side of the navigable channel with the bridge operating system on the other. An under-channel installation has been developed as part of the design to connect the electric service equipment and associated communications to the bridge operating system. The system design included communications, fire life safety system design as well as the integration of the bridge operating system with the railroad train control.

Hillsboro Inlet Bridge, Florida DOT District 4

Mr. Rees is the Control Systems Engineer for this bascule bridge rehabilitation project. In his role as Control Systems Engineer Mr. Rees is responsible for detail design, development, coordination and testing of the electrical control and power system including MCC, control console and all interfaces with the mechanical machinery drive system. The work included validating the accuracy of the existing electrical system drawings by field inspection and working with the contractor and systems vendor to develop and review detail control logic schematics, power requirements and comprehensive installation drawings. In addition, the work included testing and commissioning of the bridge operating electrical equipment, review and approval of all electrical test data, shop drawings and operations and maintenance manual.

Craigie Dam Bridge, Boston, MA

Mr. Rees served as the electrical Movable Bridge Project Coordinator (MBPC) for the removal and replacement of four bascule leaves. Responsibilities included engineering services during construction including coordination of the electrical work, site inspection, and testing and commissioning of the bridge.

Dorset Avenue Strauss Bascule Bridge, Ventnor, NJ

Mr. Rees provided all of the necessary engineering to develop design documents for the rehabilitation this Strauss bascule bridge. The items included in the rehabilitation were a new electric utility service, motors, brakes, new motor control center and motor drives and provision of a new bridge and traffic control system, vehicular warning gates, traffic signals and street lighting.

**Gareth Rees, PE** (Continued)
Electrical Engineering, SBE**Alford Street Bridge, Boston, MA**

Mr. Rees served as the electrical Movable Bridge Project Coordinator (MBPC) for the removal and replacement of four bascule leaves. Responsibilities included engineering services during construction including coordination of the electrical work, site inspection, and testing and commissioning of the bridge.

MTA Metro North Railroad Harlem River Lift Bridge, New York, NY

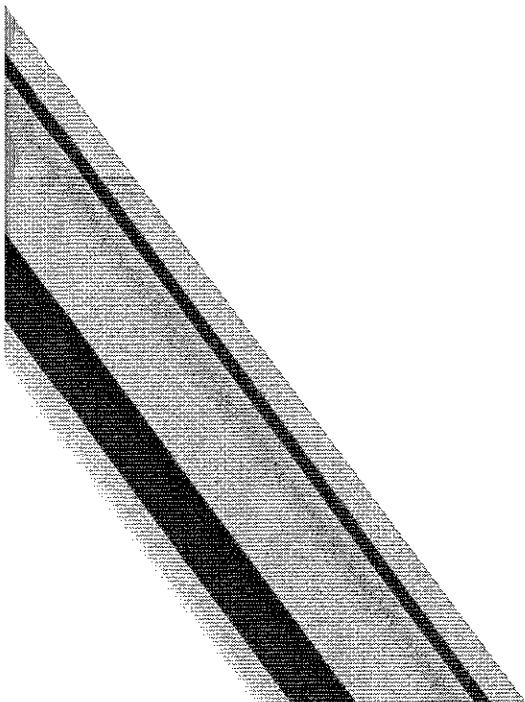
Mr. Rees managed the engineering for the replacement of the bridge drive and control system for this tower drive, 4-track, twin vertical lift railroad bridge over the Harlem River in New York. The work involved analyzing the existing legacy technology system and developing a strategy for its replacement while maintaining railroad operations and continuing to be in accordance with the U.S Coast Guard requirements for navigable channel operation. The legacy technology to be replaced was a 1950s Ward Leonard DC motor speed control system and the replacement drive system consisted of modern solid state DC drives with new DC motors. The replacement control system consisted of a PLC-based system that provided lift span skew control as well as programmed bridge sequence of operation and all necessary safety interlocks.

Burlington Canal Lift Bridge, Hamilton, CN

Mr. Rees performed an in-depth electrical inspection of the Burlington vertical lift bridge in Ontario Canada. The inspection consisted of a visual inspection of the complete electrical installation including the electric utility service to the bridge, the main distribution switchgear and motor control equipment, aerial cables strung between the bridge towers, tower and span lock electrical drives, traffic control systems, marine navigation lighting and the bridge control system. The inspection included insulation resistance testing of all motors and feeder cables as well as electrical load testing of main drive auxiliary motors and span lock motors. The conclusion of the inspection consisted of analyzing the observation and electrical test results, and preparing an inspection report that included all findings and recommendations for safe and reliable operation of the bridge in both short and long term.

Movable Bridge Inspections, Multiple Locations, US

Mr. Rees has conducted in-depth electrical inspections on multiple types and vintages of movable bridges including bascule (trunnion, rolling lift, strauss, brown), vertical lift (tower drive and span drive) and swing (center bearing and rim bearing). Inspections included all safety and reliability aspects of the electrical systems associated with the bridges, analysis of the operation of the bridges, and preparation of reports including recommendations for long term and short term improvements for safety, reliability and life expectancy of the bridges.



**Lin Qi Xu, PE**

Electrical Engineering, SBE

Education

B.S., Electrical and Computer Engineering, Drexel University, 2011

Registration/Certifications

Professional Engineer: CA

Affiliations

Institute of Electrical and Electronic Engineers (IEEE)

Mr. Xu is a graduate Electrical Engineer with a Bachelor of Science degree in Electrical and Computer Engineering. He has over 6 years of diversified experience in the application of electrical power and control engineering. His duties with Stafford Bandlow Engineering include all aspects of moveable bridge electrical system design and inspection. Lin is experienced in the design and inspection of movable bridge electrical systems including, bridge power and control systems. He has been involved in the development of electrical system design documents, the sizing of electrical equipment and has performed electrical system analysis. He has acquired experience in the operation of medium and low voltage switchgear, emergency generators, lighting design, access control systems, fire alarm systems, and control automation. He is also experienced in alternative energy installations.

Cow Bayou Swing Bridge Complete Rehabilitation, Orange County, TX

Mr. Xu was the Electrical Engineer responsible for preparing the design documents including electrical calculations, product selections, edit electrical specification and develop design drawings under guidance from Senior Electrical Engineers. He provides the detailed design for the bridge power and control system with redundant PLCs and backup relay logic for automation. The industrial communication protocols have been used for this design to assure the redundancy and fast response among the PLC, field devices, and subsystems. Safety interlocks and fail-safe methodologies have been integrated into the bridge design.

Johnson Street Bridge, Victoria, CN

Mr. Xu assisted in the electrical design development for this single leaf bascule bridge. He participated in developing the electrical equipment layout drawings as well as the development of the control system conceptual sequence of operation of the bridge. Mr. Xu also assisted in the coordination of the electrical design drawings with those being developed by other disciplines.

Quogue Bridge, Quogue, NY

Mr. Xu assisted in the electrical design development of the replacement drive system for this double leaf bascule bridge. He participated in the electrical equipment layout as well as development of the control system conceptual sequence of operation to accept the new bridge drive system. Lin also assisted in the coordination of the electrical design drawings with those being developed by other disciplines.

Norfolk Southern Railroad System Wide Movable Bridge Inspection Program

Beginning in 2012 Stafford Bandlow Engineering was contracted by Norfolk Southern (NS) to perform an ongoing evaluation of their movable bridges system wide. The contract consisted of an initial inspection and evaluation of each bridge followed by subsequent annual inspections. Mr. Xu, as part of the Stafford Bandlow inspection team, performed electrical inspections, insulation resistance testing, drive and motor load testing, and verification of the sequence of operation of the bridges and operability of the bridge critical and safety interlocks:

**Lin Qi Xu, PE** (Continued)
Electrical Engineering, SBE**Placentia Lift Bridge, Newfoundland and Labrador, CN**

Mr. Xu participated in the design of a replacement tower drive vertical lift bridge in Placentia Newfoundland, Canada. Mr. Xu assisted in the preparation of electrical contract drawings including electrical equipment layout drawings and control schematics under the supervision of SB senior electrical engineers. He provided engineering services during bridge construction including shop inspections and factory acceptance testing, installation inspection, field testing and startup of the bridge electrical systems.

Saugatuck Bridge: Storm "Sandy" Recovery, Westport, CT

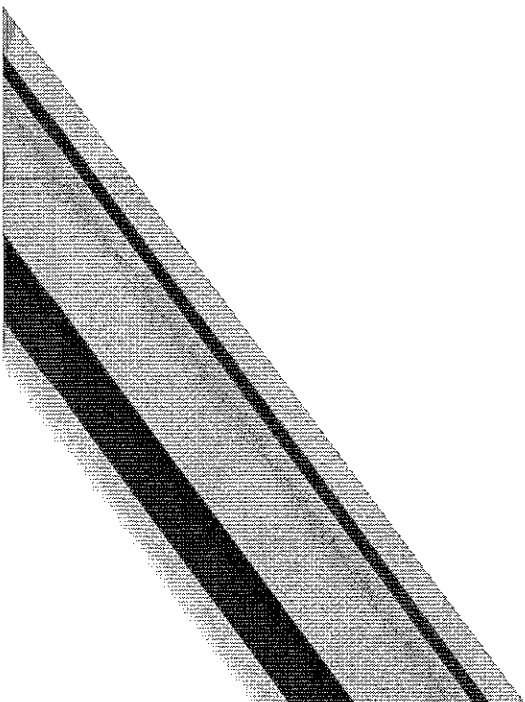
Mr. Xu provided emergency services for the recovery of the storm damaged bridge as part of a design-build team. The scope of these services included analysis of causes of the failure of the center lift machinery and electrical systems, evaluation of storm damage to other mechanical and electrical components, preparation of plans for emergency repairs and construction services. Mr. Xu served as electrical engineer for the project, assisted with the redesign of the electrical system, and also provided construction services including review of submittals, field inspection of all of the construction work and witnessing commissioning tests.

Burlington Canal Vertical Lift Bridge, Burlington, ON

This project involved serving as the movable bridge project coordinator and control system engineer for the replacement of the controls and drives on this tower drive vertical lift bridge. Mr. Xu served as electrical engineer for the project and also provided construction services including review of submittals, assisting with field verification of existing conditions and field inspection of the construction work as part of the Contractors team.

West Third Street Vertical Lift Bridge Cleveland, OH Repairs And Rehabilitation

Mr. Xu assisted in the development of the electrical design drawings for this project. He was particularly involved in the droop cable catenary design study and calculations. His work formed the basis of the droop cable design and allowed the team to select the appropriate aerial cable configurations and support structures.



**Robert Tosolt, PE**

Mechanical Engineering, SBE

Education

B.S., Mechanical Engineering, Lafayette College,
1992

Registration/Certifications

Professional Engineer: NY, NJ, PA, WA, FL, VA, NH,
OH, AL, LA, DE

Mr. Tosolt is a Mechanical Engineer/Project Manager and has 24 years' experience in the movable bridge field during which time he has worked on over 100 movable bridges which cover the spectrum of movable bridge types and vintages. His experience includes design of new machinery, load rating of existing machinery, preparation of PS&E, bridge machinery safety inspections, field project engineering, emergency services including troubleshooting to identify and resolve machinery failures and operational malfunctions, and strain gage drive testing and bridge balancing. Mr. Tosolt has extensive experience working with wire ropes on movable bridges, including inspection, tension measurement and direction of tension adjustments at over 16 vertical lift bridges.

Eleventh Ave Bascule Bridge over Hylebos Waterway, Tacoma, WA

Project Manager and Lead Mechanical Engineer for the complete replacement of all machinery on this double leaf trunnion bascule bridge. Performed scoping inspection and prepared preliminary design report identifying rehabilitation needs. Coordinated scope of work with owner. Directed preparation of PSE for span drive machinery, span lock machinery, main trunnion bearings and air buffers; specific responsibilities included machinery calculations, selection of machinery arrangement and components, detailing of components and coordination of work to interface with electrical and structural disciplines. Responsibilities also included coordination of scheduling to fit within allocated project timeframe. Performed post design services including shop drawing review, shop testing and acceptance of machinery installation in the field.

Alford Street Bridge, Boston, MA

Served as the mechanical Movable Bridge Project Coordinator for the complete replacement of this urban twin double leaf bascule bridge. Coordinated work between subs and main contractor, reviewed all shop drawings for fit-up and constructability, performed shop inspection of critical components, witnessed shop testing of assemblies, provided intermittent field oversight during construction, assisted with and verified final alignment of machinery and performed testing to confirm satisfactory installation of newly installed machinery systems.

University Avenue Bridge, Philadelphia, PA

Mr. Tosolt was Project Engineer for the mechanical rehabilitation of a twin double leaf bascule bridge. The scope of the mechanical work included limited rehabilitation of the bascule span operating machinery; a complete rehabilitation of the span lock operating machinery, guides and receivers; rehabilitation of the tail lock mechanism; rehabilitation of the live load supports and live load reactions and span balance testing. Mr. Tosolt performed a significant portion of the design work, shop drawing review, review of installation and alignment procedures and field work. Field work involvement included shop inspection of machinery, oversight during installation of machinery, performance of span balance testing and final acceptance inspection of the rehabilitated machinery.

**Robert Tosolt, PE** (Continued)
Mechanical Engineering, SBE**Columbus Road Vertical Lift Bridge, Cuyahoga County, OH**

Mr. Tosolt served as the project manager for rehabilitation of all mechanical machinery on this vertical lift bridge. Engineering includes preparation of PS&E for all new machinery associated with the new lift span and all new machinery to replace the existing machinery located on the rehabilitated lift span towers. All machinery was designed to meet the requirements of the 2007 AASHTO LRFD Movable Bridge Design Specifications. Provided post design services that included a complete review of shop drawings and installation procedures, response to contractor RFI's and NCR's, source inspection of machinery, site inspection and supervision of start-up testing, and participation in progress meetings.

Willow Avenue Vertical Lift Bridge, Cleveland, OH

Mr. Tosolt participated in the scoping inspection of the operating and support machinery on this movable bridge to assess the condition of the machinery and its suitability for continued usage. Mr. Tosolt was responsible for the preparation of a report to document the inspection findings and provide recommendations and cost estimates to address deficiencies which included aging and obsolescence of the span drive brakes, improper span balance, and poor adjustment of the live load supports. Mr. Tosolt subsequently participated in the design effort to address these deficiencies, which effort encompassed preparation of PS&E and construction support throughout the repair work.

Court Street Swing Span, Hackensack, NJ

Mr. Tosolt was Project Manager and Lead Mechanical Engineer for the complete replacement of operating machinery on this symmetrical center bearing swing bridge. Provided scoping inspection at outset of project to evaluate extent of repairs. Responsible for all design calculations, selection and layout of new machinery including span drive machinery end wedge machinery, center wedge machinery and rigid stop components, layout and review of all drafting, preparation of mechanical specifications and coordination with electrical and structural disciplines. Post design services included complete yellow line review of all shop drawings, supervision of machinery installation and direction of troubleshooting during start-up and commissioning.

Burlington Bristol Bridge, Burlington, NJ

Served as Movable Bridge Coordinator and Wire Rope Expert on this project to replace the operating rope system on this historic vertical lift bridge. Duties included design and shop drawing review, calculations to verify required rope length, value engineering to improve upon main deflector sheave replacement, and field oversight of all construction activities during a critical two-week bridge outage.

Movable Bridge Machinery Inspections

Mr. Tosolt has led over seventy-five inspections of machinery for movable bridges. Inspection work has included multiple types and vintages of movable bridges including bascule (trunnion, rolling lift, strauss, brown), vertical lift (tower drive and span drive) and swing (center bearing and rim bearing).

**Ryan T. Kanagy, PE**

Mechanical Engineering, SBE

Education

B.S., Engineering Science, the Pennsylvania State
University, 1997

Registration/Certifications

Professional Engineer: NJ, FL, KY, WA

Mr. Kanagy has over 18 years of experience as a Mechanical Engineer including 13 years providing engineering services for heavy movable structures projects. Mr. Kanagy's experience includes work on over 100 movable bridges and encompasses a broad range of engineering efforts related to their design and installation including: in-depth inspections, design, and installation support.

Governors Island Ferry Slip Rehabilitation, NY

Mr. Kanagy served as Mechanical Engineer for the rehabilitation of four ferry slips at the Battery Maritime Building in Manhattan and the Soissons Dock on Governors Island. This project began with an in-depth inspection of the mechanical and electrical systems of the slips with recommendations for rehabilitation to keep the structure operational for 50 years. The scope of the rehabilitation included replacement of all mechanical machinery including operating winches, the main counterweight system which balances the dead load of the ferry slip, the mooring devices and live load counterweights which secure the slip to the vessel while berthed. Mr. Kanagy's responsibilities included design, back-checking of design calculations, plans preparation and detailing, and preparation of Contract Specifications and construction cost estimates during the design phase of the project. During the construction phase Mr. Kanagy's responsibilities included yellow line checks of the contractor's shop drawings, review of contractor's procedures for feasibility and/or conformance to design specifications, shop inspection of machinery, inspection of field work during installation, and review of alignment and start up the machinery installations.

Quogue Bridge, Suffolk County, NY

Mr. Kanagy served as Mechanical Engineer and Project Manager for the rehabilitation of the span drive and span lock systems at this double leaf trunnion bascule bridge. The scope of work included a replacement of the span drive motors and drive systems and a complete replacement of the span lock machinery. Mr. Kanagy's responsibilities included inspection, mechanical design, and plans preparation and detailing. During the construction phase, Mr. Kanagy's responsibilities included yellow line checks of contractor's shop drawings and field inspection for compliance with the Contract Documents.

Wreck Lead Bridge, Long Island, NY

Mr. Kanagy was Mechanical Engineer for the rehabilitation of the mechanical system for this rolling lift railroad bascule bridge on Long Island. Mr. Kanagy's responsibilities included in-depth inspection of span drive machinery, span lock machinery, and support components, an evaluation of the machinery for compliance with industry standards, plans preparation and detailing, and creation of Contract Specifications. During the construction phase Mr. Kanagy provided yellow line checks of contractor's

**Ryan T. Kanagy, PE** (Continued)
Mechanical Engineering, SBE

shop drawings, shop inspection of machinery, inspection of field work during installation, and balance testing services.

Bridge of Lions, St. Augustine, Florida DOT District 2

Mr. Kanagy served as Mechanical Engineer for the design of the new movable span machinery for the superstructure replacement of an historic double leaf rolling bascule. Mr. Kanagy's responsibilities included design and back-checking of design calculations for numerous mechanical systems, including the bascule span drive machinery and tail lock machinery. Mr. Kanagy also assisted with plans preparation and detailing and preparation of Contract Specifications during the design phase of the project.

Eleventh Ave Bascule Bridge over Hylebos Waterway, Tacoma, WA

Mr. Kanagy served as Mechanical Engineer for the complete replacement of all machinery on this double leaf trunnion bascule bridge. The project included a scoping inspection, development of a bridge design report, preparation of plans, specifications and construction cost estimates.

Mystic Bridge Rehabilitation, Groton, CT

Mr. Kanagy served as Mechanical Engineer for the rehabilitation of this historic single leaf "Brown" bascule bridge. This project began with in-depth inspection of the mechanical and electrical systems of the bridge and a complete load rating of all mechanical machinery to establish recommendations for modifications and rehabilitation to keep the structure operational for 20 years. The mechanical design included upgrades to the capacity of the span drive machinery as needed to meet all AASHTO requirements. The alignment of the span drive and span support machinery was corrected to compensate for noted pier settlement. Mr. Kanagy's responsibilities included inspection, strain gage balance services and calculations. During the construction phase Mr. Kanagy's responsibilities included yellow line checks of the contractor's shop drawings, and review of procedures and other submittals.

Memorial Vertical Lift Bridge, Portsmouth, NH

Mr. Kanagy served as Mechanical Engineer in a support role to the prime contractor for this new span drive vertical lift bridge. Mr. Kanagy's responsibilities included a review of the mechanical drawings and specifications and substantial field work and coordination. Mr. Kanagy provided detailed procedures to direct field work, on site strain gage services to determine imbalance, balance monitoring and tracking during construction, measurement of counterweight rope and operating rope tensions, and adjustment recommendations for rope tensioning and machinery alignment (span locks, gears, bearings, and couplings), and review and support for other technical issues.

Union Pacific Freeport Vertical Lift Bridge Field Support

Mr. Kanagy served as Mechanical Engineer for onsite field support for a replacement of the main counterweight and operating ropes of this span drive vertical lift bridge in Freeport, Texas. Mr. Kanagy developed procedures to jack a main counterweight, replace the main counterweight wire ropes, and to replace operating ropes. Mr. Kanagy provided on-site field support throughout the work including emergency engineering and CAD to facilitate the procurement of new parts to replace an existing uphaul take-up assembly.



Christine Gayron, LS

Land Surveyor, Gayron deBruin Land Surveying

Education

BA, Geology, City University of New York, Queens College, 2000

Registration/Certifications

Licensed Land Surveyor: NY

2013, Mobile LiDAR Data Collection and Processing

Riegl USA Certification

Ms. Gayron is a co-founder of Gayron de Bruin, and a leader in the surveying industry who advocates for licensed Land Surveyors on the national level as the Younger Member Representative for New York State. Ms. Gayron also presents continuing education lectures on the subjects of surveying and LiDAR. She has managed surveying and mapping contracts for government agencies and private development projects all over NY State and NY City. Gayron has spent her career learning the specific mapping systems of Long Island as well as each NYC borough. Ms. Gayron is well versed in the FAA Advisory Criteria Circulars, and online GIS for executing airport surveying tasks and submitting the resultant deliverables. In order to effectively plan and execute projects, she knows how to use all the available equipment and software to choose the best methodology for each project. Ms. Gayron understands the importance of addressing the client's standards and procedures.

Affiliations

New York State Association of Professional Land Surveyors

American Society of Highway Engineers

Nassau Suffolk Civil Engineers

National Society of Professional Surveyors

10 Bridges Rehabilitation, Bronx And Manhattan, NY

Survey Manager for survey of topo, right of way lines, and utilities for 10 bridges and adjacent intersections for the purpose of bridge improvement designs. All mapping drafted according to NYC DOT standards and was accepted upon the first submission.

NYSDOT Term Agreements For Surveying Services, Nassau, Suffolk, 5 Boroughs, NY

Survey Manager for control surveys, design surveys, boundary surveys, utility surveys, acquisition and conveyance mapping.

Green Infrastructure Design, NYCDDC, Queens, NY

Project Manager for survey of topo and utilities for more than 400 bioswales and green street locations.

United States Tennis Association (USTA), National Tennis Stadium Improvements, Flushing, NY

Party Chief responsible for setting site control, topo/utility surveys, layout for construction projects, as-built surveys, construction monitoring, 3D laser scanning for various site improvements.

Fordham University, Bronx, NY

Survey Project Manager for topo and utility pre-design surveys for infrastructure and site improvements.

SUCF Suny Maritime, Bronx, NY

Survey Project Manager for 4,000 linear feet of utility markout, topo and utility survey for utility infrastructure improvement projects.

Complex Pedestrian Ramps, Brooklyn, Queens, Manhattan, NY

Licensed Land Surveyor for survey of topo and utilities for more than 400 pedestrian ramps.

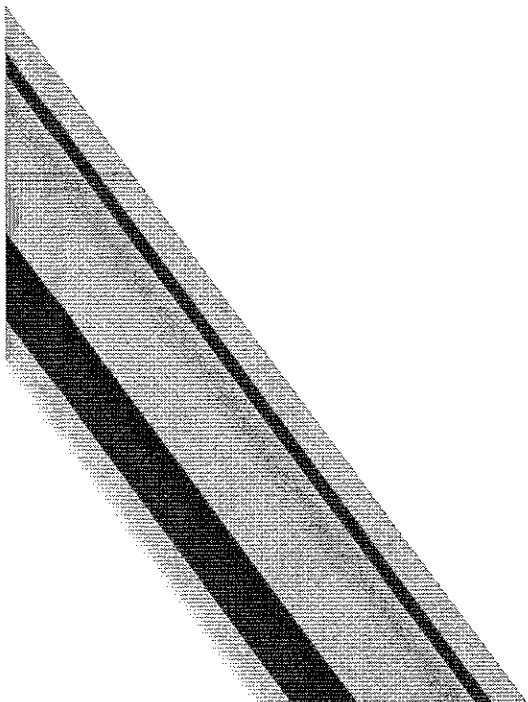
Requirements Contract For Topographic Surveying, Queens, NY

Survey Manager topo and utilities for several assignments for future DDC infrastructure projects.

Rockaway Boardwalk Reconstruction, Queens, NY

Survey Manager for topographic and utility survey for 6 miles of beaches, roadways, parks, and existing concrete piers. Fast track project in order to rebuild after Sandy.

Woodhaven Blvd Select Bus Service, Queens, NY



**Christine Gayron, LS** (Contin-

ued)

Land Surveyor, Gayron deBruin Land Surveying

Survey Manager for survey and tree inventory for 2.5 miles of this multi roadway for preliminary design of bus service, roadway, and infrastructure improvements.

Long Island Expressway Emergency Mill And Fill, Various Locations, NY

Project Manager for data collection and tabulation for this fast track emergency project to restore pavement on various State roadways after a severe winter caused significant damage on already deteriorating pavement.

Sheridan Expressway, Bronx, NY

Survey Manager for survey of topo, and utilities for 12,000 linear feet of expressway and local roadways, and adjacent park. Managed mobile LiDAR collection and combined the point cloud data with ground survey data to compile a base map according to DDC standards.

NYC Department of Parks and Recreation

Projects: Soundview Park Amphitheater, Allen Shandler Recreation Area, Van Cortlandt Park Comfort Station, Fort Totten Chapel: Project Manager for topographic, boundary, utility surveys, and 3D laser scanning for development and renovation of buildings within these parks NYSDOT Rt. 112 Acquisition Maps, Suffolk County.

NYSDOT Rt. 112 Acquisition Maps, Suffolk County, NY

Project Manager responsible for creating more than 200 acquisition maps for takings and easements proposed by the New York State Department of Transportation for highway improvements.

4 Culverts, Staten Island, NY

Survey Manager for topographic/hydro surveying, plan view, profile, and cross section mapping in CAD for culvert redesigns and hydraulic modeling.

Shore Park At 91st Street, Brooklyn, NY

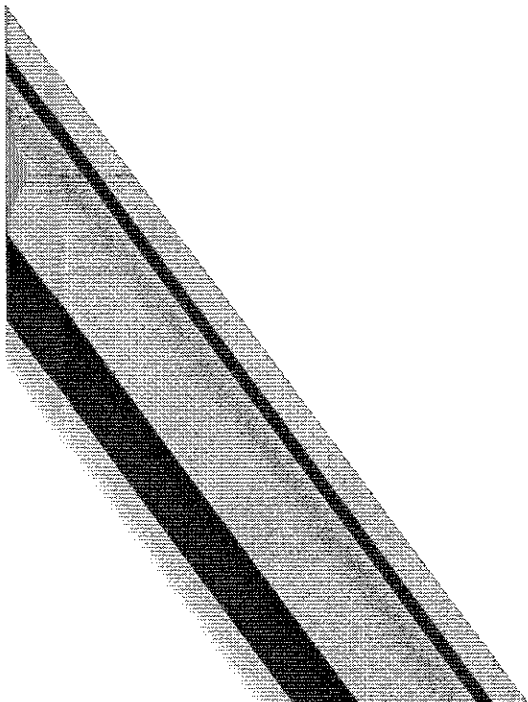
Ms. Gayron was hired as a consultant by another engineering firm to perform boundary research and determine easement locations where gas main crossing the Narrows water body terminates in this park.

Hydro Surveys, USACE, Nassau County, Suffolk County, NY

Survey Project Manager for various pre and post dredge hydrographic surveys for park and drainage improvement projects.

NYC Department of Parks and Recreation Provost Street, Green Infrastructure, Brooklyn, NY

Principal in Charge for survey of four locations for the design of Green Infrastructure. Included topo, boundary, and utility survey for pre-design base map in order for engineer to create preliminary and final design plans.



**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**

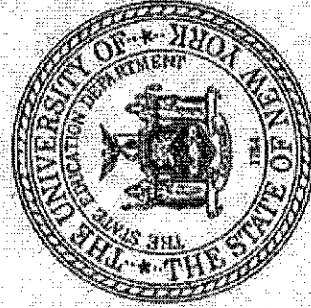
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**LOCKWOOD KESSLER & BARTLETT INC
ONE AERIAL WAY
SYOSSET, NY 11791-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2015 TO 12/31/2017.

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

CERTIFICATE NUMBER
0011849



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

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.

Dated: 5/15/2017

Signed: 

Print Name: Andre Haddad, PE

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.

Agreement No. H6302908C – Improvements to the Bayville Bridge

COST PROPOSAL SHEET

This sheet is to be used for cost comparison in evaluating the consulting engineering firms responding to the "Request for Proposals".

The firm should fill in their proposed unit prices in the first ten categories, and multiply by the rounded quantity to obtain the extension. Said prices will be filled in the appropriate blanks of Exhibit B (Payment Schedule) when a firm is chosen, and the agreement is prepared for processing. Since the scope of the proposed design will be determined following the study phase, all firms must use the same approximate construction cost (\$ 6,000,000) for the base design fee calculation shown below in Task II G and III A. It is understood that the quantities below are for comparison purposes only. Actual payments to the firm will be calculated using lengths or quantities of approved completed work.

<u>Task and Title</u>	<u>Rounded Qty.</u>	<u>x</u>	<u>Price</u>	<u>=</u>	<u>Extension</u>
I A Study and Report (as per PLAFAP manual)	1	x			
Simplified Report				cost ceiling =	<u>212,000.00</u>
Full report (if required limited to this addition cost)				cost ceiling =	<u>150,000.00</u>
II B Horizontal Control	1.5 mile	x	<u>2,000.00</u>	per mile =	<u>3,000.00</u>
II C Vertical Control	1.5 mile	x	<u>2,000.00</u>	per mile =	<u>3,000.00</u>
II D Base Map within 200' of BL	0.5 mile	x	<u>20,000.00</u>	per mile =	<u>10,000.00</u>
II D Base Map over 200' from BL	0.5 acre	x	<u>N/A</u>	per acre =	
II D Base Map under water over 200' from BL	0.5 acre	x	<u>N/A</u>	per acre =	
II E Detail Map	0.5 mile	x	<u>N/A</u>	per mile =	
II E Detail Map over 200' from BL	0.5 mile	x	<u>N/A</u>	per mile =	
II F Right-of-Way Maps	12 parcels	x	<u>N/A</u>	per parcel =	

<u>Construction Cost</u>	<u>Base Fee % of Construction Cost</u>
\$ 8,000,000 <u>5.875</u>	
II G & J Design \$ 6,000,000	x <u>6.5000</u> % = <u>390,000.00</u>
\$ 5,000,000 <u>6.810</u>	(interpolate)
\$ 2,500,000 <u>7.920</u>	
\$ 1,000,000 <u>10.690</u>	
(fill in %)	
II H Soils Investigation and reports	= <u>N/A</u>
III A General Construction Support (estimate)	= <u>160,000.00</u>
IV D Reimbursable Expenses	= <u>N/A</u>

Proposal Total = 928,000.00

<u>Task and Title</u>	<u>Salary Wage Rate Multiplier</u>
1 Meetings and Presentations	<u>2.70</u>
2 Reimbursable Items	<u>2.70</u>
3 II G & J Design Services	<u>2.70</u>
4 III A General Construction Support	<u>2.70</u>

Lockwood Kessler & Bartlett, Inc.
name of firm


signature of authorized representative

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and Lockwood, Kessler & Bartlett, Inc. having its principal office at One Aerial Way, Syosset, NY, 11791. (the "Firm").

W I T N E S S E T H:

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

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

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

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

1. Term. This term of this Agreement shall be effective July 1, 2017 (the "Commencement Date") and terminate 36 months from the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. In addition, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) additional years to coincide with the term of construction of the project described in Exhibit "A", 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. Any work started by the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of **the development of design plans, construction estimates and special specifications for Improvements to the Bayville Bridge**. The specific work divisions and deliverables related to this project are particularly described in the "Detailed Scope of Services," provided with this solicitation for work under this agreement hereby be made a part as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be

compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Appendix "A", (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

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

- (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.
- (2) Testing Laboratory Services.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Final models, photographs, renderings, Building Information Modeling (BIM) and Laser Scanning as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of ten (10) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.
- (6) Other expenses as approved in writing by the County. This would include inspection related equipment and associated services. The preparation of materials as well as attendance at various meetings and/or presentations.

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, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Appendix "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. Nine Hundred Twenty Eight Thousand Dollars and Zero Cents (\$ 928,000.00)

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

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in

the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

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

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

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

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

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

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection

with this Agreement so as not to endanger or harm any Person or property.

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

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm 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 Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

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

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

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

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

10. Insurance.

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

Insurance”), which insurance is in compliance with the New York State Workers’ Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

12. Termination.

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

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

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm’s ability to perform its obligations and not to a judgment as to convenience or the desirability of continued

performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

15. Work-Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a

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

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

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

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

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

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

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

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

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

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

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

22. Joint Venture.

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

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venture 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.

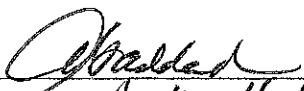
22. Executory Clause. Notwithstanding any other provision of this Agreement:

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

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

{Remainder of page intentionally lefty blank}

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

By: 
Name: Andre Haddad
Title: President of CEO
Date: 5/17/2017

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

(STATE OF NEW YORK)

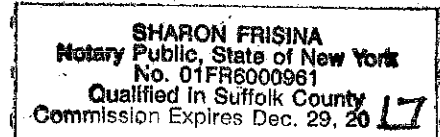
ss.:

(COUNTY OF NASSAU)

On the 17th day of May 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 & Ben-Hur Ltd. 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 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT A

Division I

The following plans were found in the Nassau County DPW map file, and will be made available to the firm, to be used as reference during the design phase.

NCDPW Construction

490-1 Superstructure & Approach Improvements (1936)
349-1 Superstructure Rebuilding Plans (1937)
465-3 Pavement & Parking Areas at Approaches (1938)
490-2 Electrical Work (1938)
ENV 5-212 Submarine Cable (1947)
490-3 Water Proofing South Counter Weight Pit (1951)
1242-3 Alterations to Shear locks (1958)
1424-3 Removal of Channel Obstruction (1961)
1579-3 Reconstruction of Fender System (1964)
1668-8 Repaving & Reconstruction of Fences & Rails (1964)
1720-7 Soundings (1968)
2026-4 Sealing & Surface Coatings (1973)
2167-1 Reconstruction of Bascule Leaf Track (1975)
2159-4 Repair of Bascule Leaf Track Plate (1975)
2154-9 Investigation (2154-9)
2180-4 Elementary Wiring Diagram & Details (1938)
4148-2 Operating Machinery Drawings (1979)
4203-7 Resurfacing Bridge, Sidewalk & Counterweights (1979)
4124-3 Repair of Bascule Machinery (1981)
4242-2 Epoxy Pressure injection of Floor and Wall Cracks (1981)
4274-6 Repair of N/E Bascule Wall (1983)
4191-2 Electrical Rehabilitation (1983)
4426-5 Electrical Wiring Diagrams (1985)
4251-5 Counterweight floor core Locations (1985)
4416-4 Meter Tests & Coring Sample (1985)
4557-3 Pier 2 underwater restoration (1988)
4562-5 Rehabilitation of Bayville Bridge (1990)
2661-1 Rehabilitation of Bayville Bridge (1990)
4566-12 Bayville Bridge over Mill Neck Creek
4477-4 Pipe Railing Repair (2002)
2591-1 Bayville Bridge Rehabilitation (2025)
2592-1 Bayville Bridge Steel Shop Drawings (2006)
2592-2 Bayville Bridge Steel Erection (2006)
2610-1 Flashing Safety Beacons (2007)
2631-3 Storm Repairs Generator Replace (2012)

NCDPW Easement/Acquisition

70-1 Town Map of Land at N End of Bridge (1934)
4317-2 Bayville Bridge /Ludlum Ave; 370' N (1983)
4317-3 Bayville Bridge/ Ludlum Ave.; 700' N (1983)

Additional plans and/or information may become available with additional searches of historical records.

This project is on the TIP; PIN 0760.65; Therefore, Documents required for "transportation act funding, (examples are Design Report, and Construction Management Plan) are included as part of the Design Report. Acceptance by NYSDOT of these documents often requires multiple reviews by NYSDOT staff.

Division II

Design Services

SCOPE OF SERVICES

A. Overview and Design Report

PROJECT UNDERSTANDING

Nassau County Department of Public Works, requires a firm to perform a site investigation, prepare a Design Report and after its acceptance prepare plans, specifications and estimates for the rehabilitation of the Bayville Bridge, BIN 330001-0. This bascule bridge permits West Shore Road to cross over Mill Neck Creek in Bayville, New York.

The construction will now be federally funded, therefore all requirements of the "Procedures for Locally Administered Federal Aid Projects (PLAFAP)" will apply. The Investigation phase will include the bridge inspection, load ratings and the development of a Design Approval Document. Following Design Approval, construction contract documents including plans, specifications, and estimates, will be prepared in accordance with the PLAFAP for bidding purposes. The County anticipates this project will meet the criteria for a Simplified Design Report for an Element(s) Specific Project.

The work addresses specific elements of the bridge, including: the replacement of the timber fender system; the repair of the deteriorated concrete encasement on the approach spans; the replacement of the navigation lights; and the improvement of the pocket park located on the northwest corner of the bridge. Additional structural/civil work may be required as a result of an inspection and evaluation of the findings performed by the selected firm. Modifying bridge seats and replacement of the bearings for seismic requirements; modifying approach span overhang details for seismic requirements; replacement of deck joints and some deck concrete; repair of bridge sidewalks and replacement of approach sidewalks; painting of bascule span steel; repairs to bascule span steel including roadway members, trunnion rack frame members and live-load anchor columns; replacement of steel railing on the wingwalls; pointing of granite facing on the piers and abutments; stabilization of the slope at the northeast approach; repairs to the control houses including replacement of windows, doors, and repairs to the wall cracking; and improving access to equipment from the center piers. In addition, the County requests mechanical and electrical inspections and evaluations of the bridge components be performed. The design and bid documents should include necessary remedial work recommended as a result of the aforementioned inspections.

SCOPE OF WORK

1.0 SITE INVESTIGATION AND ANALYSIS

1.1 Survey and Mapping- Currently, existing base maps of the bridge exist based upon dimensions and approximate elevations obtained from previous rehabilitation plans. Updating of the existing base maps previously prepared will be needed before they are utilized for the rehabilitation. Additional survey will be required to add the northwest park, northeast and south approach areas and to confirm pertinent elevations of the substructure, alignment and elevations of bascule trunnion support steel and anchor columns as part

of their steel repair work, superstructure and fender system. It is assumed that no ROW takings will be required.

1.2 Bridge Inspection- it is expected that after reviewing the existing plans and inspection reports, performance of an in-depth inspection of the bridge and its approaches will be required. The inspection will document the extent and type of deficient elements, including but not limited to the bridges structural, electrical and mechanical components. (Additional information is available in other sections of this document and should be reviewed carefully.) The results of these inspections will be incorporated into the Design Report.

1.3 Diving Inspection - Diving inspectors may be utilized to determine the condition of the piers and abutments masonry including the areas of stone masonry mortar joint repairing within the tidal range and extending to the mudline.

1.4 Deck Evaluation- Based upon the age of the deck and its current appearance, a full deck evaluation with deck cores is not anticipated, however, soundings of the approach span deck to confirm its structural integrity may be required. If actual field conditions at the time of inspection indicate otherwise, the firm shall include these items.

1.5 Asbestos Assessment- A review of the existing plans and specifications and a field survey should be anticipated. Any suspect bridge components which may require removal will be sampled and tested in accordance with the asbestos regulations. The results of this asbestos assessment will need included in the Design Report.

1.6 Level 1 Load Ratings - A level 1 load rating will be performed for steel superstructure members of the bridge. The superstructure members rated will include the main girders of the approach spans as well as the bascule span girders and its support system of floorbeams and stringers. The steel grating floor and its supporting channels will not be load rated. It is assumed that multiple load ratings will be performed to determine the controlling load ratings. The load rating should be performed for 3 cases; As Built, As Inspected, and for the rehabilitated members after the design. The HS20 and H20 design vehicles will be used in the ratings.

1.7 Traffic Counts- The County will provide existing traffic count data. There will be no change in the roadway width and a level of service capacity analysis will not be performed.

1.8 Environmental Permitting – Preparation of environmental permit applications for the project work is included. It is assumed that the following permits will be required: NYSDEC Joint Application for Permit, USACE Nationwide Permit Preconstruction Notification, and DOS.

1.9 Mechanical and Electrical Project Coordination – Selected firm will coordinate the mechanical and electrical efforts throughout the project.

2.0 DESIGN APPROVAL DOCUMENT- A Simplified Design Report for an Element(s) Specific Project prepared in accordance with the LAFAP Manual will be generated and submitted to the County and State. Once this is completed design approval will be granted and plan preparation can begin. Some of the major tasks required to complete the Design Report are as follows:

2.1 Design Criteria - utilize the design criteria contained in the NYSDOT Bridge Manual.

2.2 Development of Alternatives - The build alternative will include the specific areas of rehabilitation identified in during the site investigation. A general plan and elevation identifying these areas will be prepared.

2.3 Cost Estimates- Firm will prepare cost estimates for the selected alternatives.

2.4 Environmental Documentation- for a Simplified Design Report, it is assumed that this will be a SEQR Type II action. Additional environmental documentation may be required.

2.5 Public Information Meeting - It is assumed that the County will conduct on public information meeting prior to construction. The firm will prepare visual aids and will assist the County with technical input at two (2) public information meeting.

2.6 Design Approval Document (DAD)- Firm will prepare the Design Report in the format required by the LAFAP Manual. This will be submitted to the County for review. This will be amended to include comments from the County and NYSDOT and a Final Design Report will be submitted along with any other documentation required for Design Approval.

3.0 CONTRACT DOCUMENTS

3.1 Preliminary Plans - Preliminary plans will be prepared identifying work elements required for the bridge rehabilitation including but not limited to Bascule span, pier and abutment plans and repairs detailed. It is assumed that deck replacement will not be required. A preliminary cost estimate will also be prepared. The details and specifications will utilize NYSDOT details and specifications. The plans will be submitted to Nassau County for review and comment.

3.2 Design Plans (PS&E) - Upon review and acceptance by the County of the preliminary Plans, documents will be advanced to PS&E submitted to the County for review and comment. These will then be submitted to NYSDOT for concurrence. Coordination with the utility companies affected by the project construction will be required. A list of some of the anticipated drawings follows: (This list is not intended to be considered complete)

- GENERAL NOTES/ SPECIAL NOTES
- PLAN AND ELEVATION
- FRAMING PLAN
- APPROACH SPAN GIRDER CONCRETE REPAIRS
- APPROACH SPAN GIRDER CONCRETE REPAIR DETAILS
- FENDERS SYSTEM DRAWINGS
- POCKET PARK DETAILS
- LIGHTING DETAILS
- BRIDGE PAINTING AND SPECIAL NOTES
- MAINTENANCE AND PROTECTION OF TRAFFIC
- DETOUR PLANS
- ABUTMENT DRAWINGS WITH NEW BRIDGE SEATS & DEFECTS
- APPROACH SPAN PIER WITH NEW BRIDGE SEATS AND DEFECTS
- BASCULE SPAN PIER DRAWINGS
- NEW BRIDGE BEARINGS DETAILS
- JACKING PROCEDURES AND DETAILS
- APPROACH SPAN OVERHANG JOINT SEISMIC MODIFICATIONS
- DECK JOINT DETAILS
- BRIDGE SLAB AND SIDEWALK REPAIRS
- BASCULE SPAN STEEL REPAIR DETAILS
- NEW STEEL RAILING DETAILS
- CONTROL HOUSE PLAN, ELEVATIONS AND DETAILS
- STABILIZATION OF SLOPE AT NORTHEAST
- APPROACH SIDEWALK REPLACEMENT AT SOUTHEAST APPROACH
- SOUTHWEST APPROACH REPAIRS

3.3 Final Design Plans -The PS&E plans will then be revised to address County and NYSDOT comments. Once approved by the County and NYSDOT, original contract documents including, technical specifications and bidding forms, a final engineers estimate and electronic files of the plans in an AutoCAD format will be forwarded to the County for reproduction and bidding purposes.

4.0 BIDDING PHASE

During this phase the firm will attend a pre-bid meeting and provide answers to RFI's in a written format. If an Addendum is required firm will assist in its preparation. The Firm will assist the County in reviewing the qualifications of the apparent low bidder, check references, determine if the bid is within acceptable range of the engineers estimated construction cost, and provide a report to the County.

5.0 CONSTRUCTION PHASE

After the project has been awarded, the firm will provide Basic Construction Support Services during the Construction Phase. These services will include but are not limited to; visits to the site to review the work progress, attend weekly project meetings and prepare minutes of same, review shop drawings, prepare responses to selected contractors "Requests for Information", (RFI) and preparation of "as built" drawings in an electronic format.

6.0 MECHANICAL AND ELECTRICAL WORK

6.1 Mechanical and Electrical Site Inspection and Analysis

Mechanical- A site inspection will be performed by mechanical engineers. This inspection will include but is not limited to; the span drive machinery, curved and flat treads, and tail lock machinery for each leaf. The inspection will also include a visual inspection of the structural shear locks at the toe of the bridge, with access with one span partially raised and the mating span seated. Strain gages will be installed to produce recordings to determine the mechanical operating loads for the span drive machinery and to determine the balance condition of the bridge. A detailed visual inspection of all mechanical machinery elements will be performed to determine their suitability for continued long term service. Measurements will be taken of accessible gears and bearings to document their wear and to determine their suitability for continued long term service. A review of the reported operational alignment issue with the bridge (leaf rubbing against the pier) will be performed. A detailed report with color photographs documenting the inspection findings and summarizing recommendations for the scope of rehabilitation will be prepared following the inspection.

Electrical -A site inspection will be performed by electrical engineers of all electrical elements to determine their suitability for continued long term service. Electrical drive recordings will be taken to measure existing electrical loads (these loads will be used to as part of the evaluation of the existing mechanical and electrical systems and would provide a baseline for any future rehabilitation). A detailed report with color photographs documenting the inspection findings and summarizing recommendations for the scope of rehabilitation will be prepared following the inspection.

6.2. Mechanical and Electrical Contract Documents

PS&E for rehabilitation of the mechanical and electrical systems will be incorporated in the bid documents. The scope of the rehabilitation will be finalized after the above inspections. It is estimated that the PS&E will include the following scope:

Mechanical

- Minor repairs to the tail lock assemblies.
- Repairs to address bottoming at the northwest rack and pinion.
- Replacement of the flat treads.
- Investigate switching the solenoid and thruster brakes to minimize impact loads during operation.
- Replacement of the existing mechanical auxiliary drive system with a new auxiliary drive that can be electrically driven via the generator.
- Live load I tail lock shimming, if necessary.

Electrical

- Provide an integrated CCTV system.
- Replacement of the existing mechanical auxiliary drive system with a new auxiliary drive that can be electrically driven via the generator.
- Provide other minor repairs (e.g. Assume that some conduit replacement will be necessary).

6.2 Mechanical and Electrical Construction Support

The construction support costs should include, in addition to the work outlined in Section 5.0, the following:

- (1) trip to the bridge for a Sr. Mechanical Engineer for a project kick-off meeting
- (1) trip to the bridge for a Sr. Electrical Engineer for a project kick-off meeting
- (3) Trips to the bridge for a Sr. Mechanical Engineer (1) for field inspection, (1) for testing and start-up, and (1) for contract close out.
- (3) Trips to the bridge for a Sr. Electrical Engineer (1) for field inspection, (1) for testing and start-up, and (1) for contract close out.
- (1) shop inspection for a Mechanical Engineer to review the flat treads prior to shipment to the bridge.

B. Horizontal Control

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

C. Vertical Control

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

D. Base Map

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

Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

E. Detail Map

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

F. Right-of-Way Maps

1. Prepare a Right-of-Way Acquisition Map on 21 inch by 31-1/2 inch (border to border) standard size sheets showing the fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel to be acquired at a scale of one inch equals twenty feet (1"=20') in accordance with the current standards of the Nassau County Department of Public Works. Changes to this scale require prior County approval.
2. Type a description of each parcel to be acquired using the heading shown on the Property Data Form supplied by Nassau County DPW for each such parcel with information effective not more than thirty (30) days prior to the delivery of the said acquisition map to the Commissioner. Descriptions should be delivered to the County on a computer disc.

3. Supply on a computer disc, a list for each parcel in "Microsoft Excel" or approved equivalent format, all in accordance with County requirements. The information supplied for each parcel shall include the parcel number, name of owner, address of parcel, section, block, and lot of the parcel, and, if applicable, address of absentee owner.

G. Design Plans

The firm shall develop an alignment on the Base and Coordinated Detail Map to reflect the conceptual plan developed in the Study Phase that was approved by the commissioner. Although the project is not specifically a drainage design improvement, some modifications to the existing system are expected. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to a 10 (ten) year frequency storm. Based upon the above criteria, the Firm shall:

1. Prepare preliminary graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically. Changes to these scales require prior County approval. The graphic layout plans shall be in the current County standard with the vertical profile on the upper ½ of the drawing and the horizontal alignment on the lower ½.

Show on said plans the proposed alignment of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent).

2. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
3. Submit the preliminary plans for approval by the Commissioner.
4. Based upon a visual inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution.

H. Soils Investigations and Reports

1. If necessary, and upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the approval of the successful bidder by the Commissioner.
2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendation.
3. This will be considered extra work, and reimbursement for this work shall be in accordance with Exhibit B, Item VI, Part D, Reimbursement and Fees for Special

Consultant Services and Extra Work, Task 1.

I. Coordination with Public and Private Utilities

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

J. Final Detailed Drawings and Specifications

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

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

addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.

7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

Division III

Services during Construction

A. General Construction Support

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

B. Field Inspection Services are not included in this Agreement

EXHIBIT B
Payment Schedule

Division I. STUDY AND REPORT

A. For conducting the work as described under Exhibit A, Study and Report Phase, and the report as described under Exhibit A, Report Phase the Firm shall be paid on the basis of Two point seven percent (2.70) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed Two Hundred Twelve Thousand Dollars and Zero Cents (\$ 212,000.00) for the Simplified Design Report, the following applies if a full design report is required.

An additional One Hundred Fifty Thousand Dollars and Zero Cents (\$ 150,000.00) will be available if a full design report is required.

Payments shall be made monthly. Payment at the time of submission of the Interim Report shall not exceed 40% of the total anticipated fee for this task. Payment at the time of submission of an acceptable Draft Design Report shall not exceed 80% of the total anticipated fee.

B. Payment for the Joint Application for Permits is include in the above cost and the Firm shall be paid on the basis of Two point seven percent (2.70) times the actual salary of the technical personnel engaged in the work.

Division II. DESIGN SERVICES

A. Design Surveys

B. For the services described in Exhibit A, Division II, Task B. - Horizontal Control, the Firm shall be paid the on the basis of Two Thousand Dollars and Zero Cents (\$ 2,000.00) per mile of traverse.

C. For the services described in Exhibit A, Division II, Task C. - Vertical Control, the Firm shall be paid on the basis of Two Thousand Dollars and Zero Cents (\$ 2,000.00) per mile of traverse.

D. For the securing and plotting of all surveys and topographic data for maps described in Exhibit A, Division II, Task D.- Base Map, the Firm shall be paid on the basis of Twenty Thousand Dollars and Zero Cents (\$ 20,000.00) per mile for all work within 200 feet of each side of the base line, applies to above or below water (base line to run through center of culvert). The Firm shall be paid an additional Zero (\$ 0.00) per acre for topography more than 200 feet from this base line. The Firm shall be paid an additional Zero (\$ 0.00) per acre for topography under water over 200 feet from this base line.

E. For the services described in Exhibit A, Division II, Task E.- Detail Map, the Firm shall be paid on the basis Zero (\$ 0.00) per mile for all work within 200 feet on each side of the baseline. **The firm shall be paid an additional Zero (\$ 0.00) per mile for all work extending more than 200 feet from each side of the base line.**

Payment is to be made upon acceptance of firm's submission of the work. Partial submissions of completed sections of the work may be made.

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

rates and benefits.

F. Right-of-Way Maps

For preparation of Right-of-Way Maps, as described under Exhibit A, Division II, Task F, - Right-of-Way Maps, the Firm shall be paid as follows: The sum of Zero (\$ 0.00) for each parcel described, and shown on the Right-of-Way map. A parcel shall be defined as any fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel. There may be more than one of the above described parcels on any individual property. A claim for compensation for services rendered above shall be paid upon completion and acceptance of the prescribed work including the coordinated detail map, the Right-of-Way Acquisition Maps, and the Written Descriptions.

G. and J Design Plans

For design services required under Exhibit A, Division II, Task G, Design Plans, and Task J, Final Detailed Drawing s and Specifications and the Firm shall receive a basic fee for each construction contract prepared, appropriate for the net construction cost listed as follows:

NET CONSTRUCTION COST (For Each Contract Prepared)	BASE DESIGN FEE (% of Net Construction Cost)
8,000,000.00	<u>5.8750 %</u>
5,000,000.00	<u>6.8100 %</u>
2,500,000.00	<u>7.9200 %</u>
1,000,000.00	<u>10.690 %</u>

A straight line interpolation between these points shall apply, and the percent amount shall be rounded off to two decimal places in computing the fee.

The Net Construction Cost shall be the actual total construction cost of the project, exclusive of the fees of the Firm, land acquisition, and/or legal expense. Until said cost of construction is established by the award of a construction contract, the Firm's base design fee shall be based upon the latest approved cost estimate using an approved after "rounding" cost estimate, submitted in accordance with this Agreement. This base design fee shall be used as a basis of computing partial payments to the Firm during the progress of the work. When the actual cost of construction is determined, the total amount paid to the Firm under this subdivision shall be adjusted to such final cost of construction, and any overpayment or underpayment of fees shall be adjusted accordingly.

Progress Payments for Design Services

(1) During the progress of the preliminary plans as per Exhibit A, Division II, Task G, the Firm shall be paid at a rate of Two point seven percent (2.70) times the direct salaries, in monthly installments up to 40% of the base design fee for the Design Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.

(2) During the progress of the design for a construction contract as per Exhibit A, Division II, Task G, the Firm shall be paid at a rate of Two point seven percent (2.70) times the direct salaries, in monthly installments up to an accumulated total of 80% of the base design fee as determined by the percentage of work completed shown by the monthly progress reports and approved by the Commissioner. When the design for a construction contract is submitted to the Commissioner for approval, the Firm shall be paid any additional sum necessary to bring the payments up to 80% of the base design fee as outlined above.

(3) When the design for a construction contract has been fully completed and all necessary work has been accepted by the Commissioner, the Firm shall be paid an additional sum equal to 5% of the said base design fee based on the Engineers Estimate at that time.

(4) When the bids for the construction contract have been received, and upon an award of contract, the Firm shall be paid an additional sum to bring the total fee payments to 90% of the said base design fee which is now based upon the low bid.

(5) Upon completion of all construction contract work based on the Plans prepared by the Firm and the work accepted by the County, an additional sum to bring the final payment up to 100% of the base design fee based upon the Net Construction Costs.

(6) It is understood and agreed that at the time the County makes final payment as provided in subdivision (5) above, that final payment shall be based upon the appropriate fee percentage for the net construction cost of the completed construction contract, and shall be equal to the final fee less any prior progress payments. Any variance between the estimated cost of construction upon which the several partial payments will be made and the actual final cost of construction as it appears in the completed contract will be adjusted at that time.

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

Division III. SERVICES DURING CONSTRUCTION

A. General Construction Support

1. For its services described in Exhibit A, Division III, Task A- General Construction Support, the Firm shall be paid for at the rate of Two point seven percent (2.70) times the direct salaries or wages paid to the approved personnel for the actual time engaged in this phase of work.

Inspection Services during Construction are not included in this Agreement

The Firm shall be reimbursed for prior approved, out-of-pocket expenses.

Item IV, Part D. REIMBURSEMENT AND FEES FOR SPECIAL CONSULTANT SERVICES AND EXTRA WORK

1. For its services described in Exhibit A, Division II, Task H- Soils Investigations and Reports, the Firm shall be paid for at the rate of Two point seven percent (2.70) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work.

2. The following services (a through g), upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, shall be paid for at the rate of Two point seven percent (2.70) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work. In addition, the Firm shall be reimbursed for prior approved, out-of-pocket expenses incurred.

a. For the time expended by technical personnel engaged in the preparation and solicitation of proposals and the administration and supervision of the work of such sub- consultants.

b. Additional control survey work required specifically for the preparation of aerial photography exclusive of the work described in Exhibit A Division II, - DESIGN SURVEYS.

c. The inclusions of traffic electrical control systems, if required in the contract documents, as outlined in Exhibit "A" - Task I Co-ordination with Public and Private Utilities.

d. For extra drafting or other design expense due to substantial changes ordered by the County, due to no fault of the Firm, this will not apply to changes required by NYSDOT prior to their approval.

e. For additional work not specifically defined herein but which may be required, and has been authorized in writing by the Commissioner.

d. Inspection related equipment and associated services.

e. For such additional work as directed by the Commissioner including additional studies, State Environmental Quality Review Act report, and other environmental or water quality studies, etc.

Item IV Part E. SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

The Firm shall be further reimbursed for the actual out-of-pocket expenses for sub-consultants and subcontractors when authorized in writing by the Commissioner.

Item IV Part F. OUT-OF-POCKET EXPENSES

The Firm shall be reimbursed at actual cost for the following expenses incurred in the interest of the project when authorized in writing by the Commissioner:

1. Transportation and living expenses for approved and required travel beyond a 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.

2. Additional models, renderings, and/or photographs than those requested herein.

3. Reproductions of drawings in excess of 15 copies per each.

G. PAYMENTS TO THE FIRM

a. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

At no time shall the salary times multiple exceed one hundred and sixty-five dollars (\$165.00) per hour for any employee or principal while engaged in a technical service.

b. The Firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his

or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The written approval of the Commissioner is required. If the Firm hires new employees to work on this project, such employees' names, their titles and proposed salaries, must receive prior written approval from the Commissioner.

c. Claims for services performed shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.

EXHIBIT "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 Firm 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 Firm 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 Firm 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 Firm 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 Firm's obligations herein.

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

(f) Firms 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) Firms for projects under the supervision of the County's Department of Public Works shall

also submit a utilization plan listing all proposed Subconsultants so that, to the greatest extent feasible, all Subconsultants will be approved prior to commencement of work. Any additions or changes to the list of Subconsultants 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 Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subconsultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Subconsultant 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 Firm 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 Firm 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 Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm 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 Firm 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 Firm 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 arbitrator's award and recommendations, shall file a

determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subconsultant and shall complete all forms provided by the Executive Director or the Department Head relating to Subconsultant 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 Firms or Subconsultants 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 Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subconsultant 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 Firm, listing the procedures it has undertaken to procure Subconsultants 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 Firm" 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 Firm, 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 Subconsultant.

As used in this Appendix EE the term "County Firm" 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 Firm 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 Firm welcomed bids and quotes from M/WBE Subconsultants. 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 Firm'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 Subconsultants 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 Subconsultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subconsultants 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 Firm 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 Firm shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Firm 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 Subconsultants by the County Firm must also be included with the Best Effort Documentation

- i. County Firms 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 Firm.

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

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Subconsultants 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, PE, President/CEO (Name)

One Aerial Way, Syosset, NY 11791 (Address)

516-938-0600 (Telephone Number)

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

3. In the past five years, Contractor has 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:

None

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:

None

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.

May 15, 2017
Dated

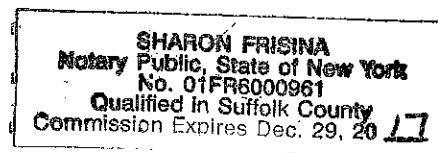

Signature of Chief Executive Officer

Andre Haddad, PE
Name of Chief Executive Officer

Sworn to before me this

15th day of May, 20 17.

Sharon Frisina
Notary Public



REQUEST TO INITIATE

RTI Number 16-0395

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 ☐ In-House or Requirements Work Order

Project Title: Rehabilitation of the Bayville Bridge Date: 6-Oct-16

Department: Public Works Project Manager: Donna Boyle

Service Requested: Design Services

Justification: Prepare a Design Report and PS&E documents for the Rehabilitation of the Bayville Bridge, BIN 330001-0.
 All documents to be in compliance with the PLAFAP. Project is on TIP PIN 0760.65.

Requested by: Civil/Site Design Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$ 350,000.00
 Circle appropriate phase

Total Project Cost: +/- \$ 7,550,000.00 Date Start Work: Feb 2017 Duration: 36 Months
 Includes, design, construction and CM Phase being requested

Capital Funding Approval: YES ☒ NO ☐ [Signature] DATE 6-30-29

Funding Allocation (Capital Project):
 See Attached Sheet if multiyear ☐

NIFS Entered: N/A SIGNATURE DATE

AIM Entered: Deanna Funk 10-17-16 SIGNATURE DATE

Funding Code: 63029-006
 use this on all encumbrances

Timesheet Code: 16-0395
 use this on timesheets

State Environmental Quality Review Act (SEQRA):
 Type II Action ☒ or, Environmental Assessment Form Required ☐
 Supplemental Environmental Documentation

Department Head Approval: YES ☐ NO ☐ [Signature] SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ [Signature] SIGNATURE

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

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval: YES ☐ NO ☐ Signature _____

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: May 19, 2017

SUBJECT: Recommendation to Engage Consultant Services
Bayville Bridge Rehabilitation-Agreement Number H6302908C
PIN 0760.65

The County desires to improve the Bayville Bridge over Mill Neck Creek, BIN 330001-0 between the Inc. Villages of Bayville and Mill Neck. The structure has deficient elements and the County has succeeded in obtaining federal reimbursement to address its problems. In addition, it has yellow structural and safety flags from its last bi-annual inspection. The Department does not have the capacity to provide the engineering services required to complete this improvement, we recommend that a consulting engineering firm be retained to develop a design report, complete the survey and design plans relative to this improvement.

The "Request for Proposal" was prepared in conformance with Department's Policy for assessing technical understanding, statement of qualification and a proposed project schedule. The Request for Proposal was posted on the County's website utilizing E-procure and the NYS Contract Reporter and was also advertised in Newsday.

Technical and Cost Proposals were received from two (2) firms, listed below on December 5, 2016. The Technical Review Committee (TRC) consisted of Chief Deputy Commissioner Rich Millet, Assistant to Deputy Commissioner Rakhal Maitra and Project Engineer Donna Boyle. Technical proposals were evaluated and ranked. The TRC then opened and reviewed the Cost Proposals. The Technical rankings and cost proposals are as follows:

<u>FIRM NAME</u>	<u>TECH. RANK</u>	<u>TECH. RANKING</u>	<u>COST PROPOSAL w/ DESIGN CONTINGENCY</u>
GPI	1	90.33	\$1,117,060.53
LKB	2	85.33	\$ 928,000.00

Please note that due to the technical requirements of this project and the limited number of firms who perform work on Bascule bridges, a limited number of responses were expected and received. Please further note that thirty potential proposers were notified of its posting on the County's E-procure system.

Both of the above costs are revised from each firm's original submission.

- As per County Procurement Policy the highest technically ranked firm, GPI was requested by the TRC to provide a "best and final offer", BAFO. The Firms BAFO reduced their costs by \$ 30,287.96 but the firms fee was still significantly higher than that of the second proposer, LKB. Additionally, there was no cost included in GPI's proposal to address engineering design services support during construction.



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

May 19, 2017

Page 2

SUBJECT: Recommendation to Engage Consultant Services

Bayville Bridge Rehabilitation-Agreement Number H6302908C

PIN 0760.65

- The County's Procurement Policy allows for the TRC to negotiate cost with the second technically ranked firm if it is the opinion of the TRC that the second firm is capable of completing the project. In this case LKB has significant knowledge of the Bayville Bridge, the firm was the Department's design firm utilized during the emergency repairs following Sandy, and has worked on numerous other bridge projects for both the County and NYS in the past. At that point the Department initiated negotiations with the firm, LKB. A request was made to LKB to provide the county with their costs if a "Full Design" report was required by NYSDOT as opposed to the "Simplified Design" report assumed in their proposal. This resulted in the firm increasing their cost by \$150,000.00. In addition, LKB was requested to supply an anticipated cost of services during construction. This increased LKB's cost by an additional \$160,000.00. These additional costs bring their total to the above \$928,000.00.

Since the firm of LKB has the staff, skill, and expertise, as well as previous experience on this type of structure demonstrating the required technical experience, familiarity, and understanding that is needed to successfully design this project, it is the Department's recommendation that they be retained for this assignment. The total cost of \$928,000.00 is considered the best value for the County, as well as fair and reasonable for the professional services to be rendered. Funding for said services is available under Capital Project Number 63029. This bridge rehabilitation project is on the TIP and must advance in accordance with the approved schedule so the County remains eligible for the reimbursement of this funding.

In accordance with the procedural requirements the CSEA was notified of the proposed agreement.

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



Shila Shah-Gavnoudias
Commissioner

SSG:RM:pl

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

APPROVED:



Richard R. Walker
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker

Date

Chief Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Donna Boyle, Civil Engineer III

FROM: Office of the Commissioner

DATE: November 2, 2016

SUBJECT: CSEA Sub-Contracting Approval
H63029-08G Prepare design report and PS&E documents for rehab of
Bayville Bridge
C16-022

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract C16-022. Pursuant to Section 32-3 of the CSEA/County C.B.A. the CSEA has withdrawn the alternate.

Please prepare the necessary contract advisement to encumber funding for this work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions please speak with Jonathan Lesman.



Kenneth G. Arnold
Assistant to Commissioner

KGA:las

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



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: October 13, 2016

SUBJECT: CSEA Notification of a Proposed DPW Contract
 Requirements Contract
 Proposed Contract No.: H6302908G, PIN 0760.65

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

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

Prepare a Design Report and PS&E documents for the Rehabilitation of the Bayville Bridge, BIN 330001-0. All documents to be in compliance with the PLAFAP.

2. The work involves the following:

Development of a complete package of bid documents including detailed design plans, an estimate and any non-standard specifications required. The work addresses specific elements of the bridge, including the replacement of the timber fender system; the repair of the deteriorated concrete encasement on the approach spans; the replacement of the navigation lights; and the improvement of the pocket park located on the northwest corner of the bridge. Additional structural/civil work may be required.

3. An estimate of the cost is: \$350,000.00
4. An estimate of the duration is: Three (3) years

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



Kenneth G. Arnold
 Assistant to Commissioner

KGA:RM:WSN:ac

- c: Christopher Fusco, Director, Office of Labor Relations
 Brian Libert, Deputy Director, Office of Labor Relations
 Keith Cromwell, Office of Labor Relations
 Rakhal Maitra, Deputy Commissioner
 William S. Nimmo, Deputy Commissioner
 Patricia Kivo, Unit Head, Human Resources Unit
 Loretta Dionisio, Hydrogeologist II
 Jonathan Lesman, Management Analyst II
 Donna Boyle, Civil Engineer III



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

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

mldly
5/15/17

Signature



Date

Name of Organization

Lockwood, Kessler & Bartlett, Inc.

Address of Organization

One Aerial Way, Syosset, NY 11791



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2017

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

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

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

COVERAGES

CERTIFICATE NUMBER: 1275941887

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			6806H809894	1/31/2017	1/31/2018	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 \$
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	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP003864T724	1/31/2017	1/31/2018	EACH OCCURRENCE \$10,000,000 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	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	PROFESSIONAL LIABILITY			DPL650217	3/21/2017	3/21/2018	\$5MILL PER CLAIM \$5MILL PER AGG

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

RE: Agreement #H6302908C Improvements to the Bayville Bridge
Nassau County is included as additional insureds as required by written contract.

CERTIFICATE HOLDER**CANCELLATION 30 DAY**

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

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

AUTHORIZED REPRESENTATIVE

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Lockwood Kessler & Bartlett, Inc. One Aerial Way Syosset, NY 11791 Attn: Debra Marino Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured (516) 938-0600 1c. NYS Unemployment Insurance Employer Registration Number of Insured 83-701536 1d. Federal Employer Identification Number of Insured or Social Security Number 11-1015370
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau Department of Public Works 1194 Prospect Ave Westbury NY 11590	3a. Name of Insurance Carrier Travelers Indemnity Co of America 3b. Policy Number of entity listed in box "1a" UB3941146916 08/31/16 to 08/31/17 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

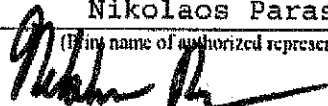
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Nikolaos Paras
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  5/16/17
(Signature) (Date)

Title: Chief Compliance Officer

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-869-8788

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.



**Workers'
Compensation
Board**

**CERTIFICATE OF INSURANCE COVERAGE
UNDER THE NYS DISABILITY BENEFITS LAW**

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) LOCKWOOD, KESSLER & BARTLETT, INC ONE AERIAL WAY SYOSSET NY 11791 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 516-938-0600 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 11-1015370
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau Department of Public Works 1194 Prospect Avenue Westbury, New York 11590	3a. Name of Insurance Carrier LINCOLN LIFE AND ANNUITY OF NEW YORK 3b. Policy Number of Entity Listed in Box "1a" 02010-00 3c. Policy effective period 01/01/2017 to 01/01/2019

4. Policy covers:

☒ A. All of the employer's employees eligible under the New York Disability Benefits Law

☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named Insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 05/16/2017 By Mary Ellen Huss
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-855-239-8831 Title POLICY ADMINISTRATOR

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)

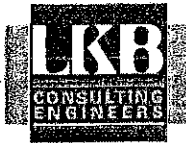
**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



OK.
HWS/23/17

Lockwood, Kessler & Bartlett, Inc.

One Aerial Way, Syosset, NY 11791
Phone: 516.938.0600 | Fax: 516.931.6344

May 23, 2017
LKB 2016-0138

Shilia Shah-Gavnoudias, P.E.
Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Attn: Donna Boyle, P.E.

Re: Improvements to the Bayville Bridge (BIN 330010-0)
Agreement No. H6302908C

Pursuant to your request, we are providing a Minority and Women owned business utilization plan for the study phase, preparation of contract documents and construction support for the above referenced project.

Lockwood Kessler and Bartlett (LKB) will prepare the design report, structural and approach roadway design, environmental permitting, construction support and overall project management for this project. Stafford Bandlow Engineering, Inc. (SBE), who specializes in the design of mechanical and electrical systems on movable bridges, will perform the study and design of the mechanical and electrical systems and provide construction support. Gayron de Bruin, a WBE firm, will provide surveying services. Campbell Support Services, Inc., a WBE firm, will provide inspection equipment and MPT protection for the inspection of the bridge.

This project is different from most bridge and roadway projects in that it contains mechanical and electrical systems unique to a movable bridge. In putting together our team for this project we attempted to find a qualified MBE or WBE firm that could assist us in this area. However, despite our efforts we could only find three firms in the northeast able to perform the work, none of which are MBE's or WBE's. This work will be performed by SBE, who we have successfully worked with on a previous movable bridge project. They are not registered as an MBE or WBE firm, however, their specialized expertise in mechanical and electrical systems of movable bridges cannot be duplicated by available MBE or WBE firms.

A breakdown of the work effort is as follows:

Gayron de Bruins' work will be performed concurrently with the study phase during the first several months of the project. They will perform 100% of the survey work for an overall project percentage of 2%.

Campbell Engineering Support Services' work will be performed during the Study phased during the first 2 months of the project. They will perform 6% of the study phase for an overall project percentage of 1.5%.

SBE's work will be performed in all phases of work, with a breakdown of 19% in the study phase, 33% in design and 56% in construction support for an overall project percentage of 33.5%.

LKB will perform the remaining work for an overall project percentage of 63%, while our subconsultants will provide 37% of the project.

We, note that for the reasons given above the MBE and WBE percentage for design is less than we would normally propose, however, the overall percentage goal for the project can be made up for during construction, as these firms can be given a greater weight on the Construction Inspection team.

Please contact us if you require any additional information.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'B. Ednie'.

Brian Ednie, P.E.
Vice President