

## 1. Agendas

Documents:

[R-4-20-20.PDF](#)

## 2. Contracts

Documents:

[B-11-20 NCWEB.PDF](#)  
[B-11 NCWEB ADDITIONAL BACKUP.PDF](#)  
[E-60-20 NCWEB.PDF](#)  
[E-60 NCWEB ADDITIONAL BACKUP.PDF](#)  
[E-62-20 NCWEB.PDF](#)  
[E-62 NCWEB ADDITIONAL BACKUP.PDF](#)

# **NASSAU COUNTY LEGISLATURE**

## **13<sup>th</sup> TERM MEETING AGENDA**

# **RULES COMMITTEE**

**APRIL 20, 2020 1:00 PM**

**Richard Nicoletto – Chairman**

**Howard Kopel – Vice Chairman**

**Steve Rhoads**

**Laura Schaefer**

**Kevan Abrahams – Ranking**

**Delia DeRiggi-Whitton**

**Siela Bynoe**

**Michael C. Pulitzer, Clerk of the Legislature**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>B-11-20</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. 2020</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND PRATT BROTHERS, INC. B-11-20
<b>E-60-20</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2020</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND LIRO ENGINEERS, INC. E-60-20
<b>E-62-20</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2020</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND LOUIS K. MCLEAN ASSOCIATES ENGINEERS & SURVEYORS, P.C. E-62-20
			<b>THE FOLLOWING ITEMS MAY BE UNTABLED</b>
<b>B-3-20</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. 2020</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I. B-3-20
<b>B-7-20</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2020</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SEAFORD AVENUE CORP. B-7-20

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>B-9-20</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2020</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND 192 BRANCH INTERIOR SERVICES, INC. B-9-20
<b>E-35-20</b>	<b>SS</b>	<b>R</b>	<b><u>RESOLUTION NO. -2020</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES, AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH (“BERKSHIRE”). E-35-20
<b>E-53-20</b>	<b>RM</b>	<b>R</b>	<b><u>RESOLUTION NO. -2020</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF RISK MANAGEMENT, AND TRIAD GROUP, LLC. E-53-20



## RULES RESOLUTION NO. -2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND PRATT BROTHERS, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS [“Department”] has received competitive bids for contract H61587-PR4, for NASSAU COUNTY PRIORITY RESURFACING, PHASE 4, NASSAU COUNTY, NY [“Contract”], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of PRATT BROTHERS, INC.

[“Vendor”] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be \$ 8,888,777.00, now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

Jack Schnirman  
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:** Pratt Brothers Inc.

**CONTRACTOR ADDRESS:** 45 South Fourth Street, Bay Shore, NY 11706

**FEDERAL TAX ID #:** 16-1620294

**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 Newsday / NYS Contract Reporter [newspaper] on 8/28/2019 [date]. The sealed bids were publicly opened on 10/01/2019 [date]. 4 [#] of sealed bids were received and opened.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Date

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

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Joseph M. Williams, Jr., P.E. state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: Pratt Brothers Inc.

Vendor's Address: 45 South Fourth Street Bay Shore NY US 11706

Vendor's EIN or TIN: 161620294

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
02/13/2020 02:53:08 PM

Lobbyist Registration and Disclosure Form:  
02/25/2020 02:47:49 PM

Business History Form certified:  
02/25/2020 03:04:02 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
02/28/2020 02:40:54 PM

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Joseph M. Williams, Jr., P.E. [ ]	02/25/2020 02:52:28 PM
James J. Pratt, III [ ]	02/25/2020 03:53:08 PM
Thomas Pratt [ ]	02/25/2020 04:04:47 PM
Edward McCoy Jr. [ ]	02/25/2020 04:21:08 PM

I, Joseph M. Williams, Jr., P.E. hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

## 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."

Joseph M. Williams, Jr., P.E.

*Name*

Sr. Vice President

*Title*

Pratt Brothers, Inc.

*Name of Submitting Entity*

03/05/2020 02:02:58 PM

*Date*

### **Business History Form**

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

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

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

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

Date: 02/26/2019

1) Proposer's Legal Name: Pratt Brothers Inc.

2) Address of Place of Business: 45 South Fourth Street

City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706

Country: US

3) Mailing Address (if different): 45 South Fourth Street

City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706

Country: US

Phone: (631) 667-6800

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 176421117

5) Federal I.D. Number: 16-1620294

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

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

YES ☒ NO ☐ If yes, please provide details:

Shares with Guy Pratt, Inc.

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☒ NO ☐ If yes, please provide details:

Scatt Materials, Corp.



James J. Pratt, III and Thomas Pratt, stockholders in Pratt Brothers Inc., are also stockholders in Scatt Materials Corp.

Scatt Materials is an asphalt hot mix manufacturer. Scatt Materials may supply some of the hot mix materials which is required for the construction in our projects.

- 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, an explanation of the circumstances and corrective action taken.
- 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, an explanation of the circumstances and corrective action taken.
- 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 investigation, an explanation of the circumstances and corrective action taken.  
  
b) Any misdemeanor charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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.

All employees are required to disclose any current and future conflicts

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

07/18/2002

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

SEE ATTACHED SHAREHOLDERS WITH PERCENTAGE OWNED

First Name	James			
Last Name	Pratt			
MI	J	Suffix	III	
Address				
City		State/Province/Territory		Zip/Postal Code
Country	US			
Position	President/Treasurer			

First Name	Thomas			
Last Name	Pratt			
MI		Suffix		
Address				
City		State/Province/Territory		Zip/Postal Code
Country	US			
Position	Vice President/Secretary			

1 File(s) Uploaded: Business History Form Shareholders.docx

- iii) Name, address and position of all officers and directors of the company. If none, explain.



**PRATT BROTHERS, INC.**

**GENERAL CONTRACTING • HEAVY CONSTRUCTION**

45 S. Fourth Street • Bay Shore, NY 11706-1210 • Phone: 631-667-6800 • Fax: 631-289-3843

**Shareholders**

**James J. Pratt, III – President/Treasurer – 51%**



**Thomas Pratt – Vice President/Secretary – 49%**



First Name Edward  
Last Name McCoy  
MI P Suffix Jr.  
Address [REDACTED]  
City [REDACTED] State/Province/Territory [REDACTED] Zip/Postal Code [REDACTED]  
Country US  
Position Vice President

First Name James  
Last Name Pratt  
MI J Suffix III  
Address [REDACTED]  
City [REDACTED] State/Province/Territory [REDACTED] Zip/Postal Code [REDACTED]  
Country US  
Position President/Treasurer

First Name Thomas  
Last Name Pratt  
MI [REDACTED] Suffix [REDACTED]  
Address [REDACTED]  
City [REDACTED] State/Province/Territory [REDACTED] Zip/Postal Code [REDACTED]  
Country US  
Position Vice President/Secretary

First Name Joseph  
Last Name Williams  
MI M Suffix Jr.  
Address [REDACTED]  
City [REDACTED] State/Province/Territory [REDACTED] Zip/Postal Code [REDACTED]  
Country US  
Position Sr Vice President

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

47

vi) Annual revenue of firm;

[REDACTED]

vii) Summary of relevant accomplishments

MAJOR PROJECTS COMPLETED IS ATTACHED

1 File(s) Uploaded: PB MAJOR PROJECTS COMPLETED.xls

viii) Copies of all state and local licenses and permits.

## MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	CONTRACT AMOUNT	DATE COMPLETED	% OF OUR WORK	CONTACT
<b>07-135</b> Southern State Parkway Suffolk County D260416	New York State DOT	New York State DOT James Eldor	\$ 10,433,621.00	9/15/2009	94%	New York State DOT James Eldor
<b>08-290</b> County Road 16 Reconstruction, Ronkonkoma No. 5511	Suffolk County DPW James Peterman (631) 852-4003	Lockwood, Kessler and Bartlett  (516) 938-0600	\$ 22,641,805.00	7/31/2011	64%	Suffolk County DPW Justin Hipperling (631) 852-4006
<b>09-077</b> Milling Requirements - Queens HW2CR09C	City of New York DDC	City of New York DDC	\$ 4,979,762.40	4/30/2011	81%	City of New York Yuliya Ruvinova (718) 322-5053
<b>10-268</b> Culvert Replacement on Valley Stream Road	Village of Valley Stream Tony Cella (516) 592-5105	Village of Valley Stream	\$ 1,448,380.60	12/31/2011	63%	Village of Valley Stream Tony Cella (516) 592-5105
<b>10-208</b> Milling Requirements - Queens HW2CR11C	City of New York DDC	City of New York DDC	\$ 1,971,345.18	8/31/2011	70%	City of New York Patrick Larkin (718) 391-1958
<b>10-300</b> CR19 Patchogue Holbrook Rd Traffic Calming 3302/5014	Suffolk County DPW	Suffolk County DPW In-House	\$ 1,201,304.47	11/15/2011	66%	Suffolk County DPW Justin Hipperling (631) 852-4006
<b>11-289</b> Sunset Plaza Shopping Center	Deer Park Associates LLC Len Abrams (631) 667-9575	Sidney B Bowne & Son	\$ 548,035.15	12/31/2011	100%	Deer Park Associates LLC Len Abrams (631) 667-9575
<b>09-155</b> Calverton National Cemetery Expansion 805CM2036	Calverton National Cemetery GC&P Fabcon	Carter Van Dyke (212) 345-5053	\$ 11,770,011.69	12/31/2011	66%	GC&P Fabcon LLC John Schleer (908) 782-0526
<b>11-011</b> Sysco Warehouse Central Islip	Sysco Food Services Aurora Contractors Barney Riley (631) 981-3785	Vollmuth & Brush (631) 363-2683	\$ 5,445,493.96	6/30/2012	85%	Aurora Contractors Barney Reilly (631) 981-3785
<b>11-059</b> CR31 & 104 Intersection Reconstr. Hampton Bays CP5572	Suffolk County DPW William Hillman P.E. (631) 852-4006	Suffolk County DPW In-House	\$ 1,072,863.65	2/17/2012	71%	Suffolk County DPW Justin Hipperling (631) 852-4006
<b>11-093</b> Village of Port Jefferson 2011 Road Improvements	Village of Port Jefferson Robert Juliano	Dvirka & Bartilucci Ken Pritchard	\$ 2,761,192.92	7/15/2012	77%	Dvirka & Bartilucci Ed Kozik (516) 364-9890
<b>11-413</b> Solar Array Project @ Cohalan Court Complex Central Islip	Enxco Development Co. Eldor Contracting Corp. Keith Feldman	Enxco Development Co.	\$ 569,373.28	12/31/2012	100%	Eldor Contracting Corp. Keith Feldman (631) 218-0100
<b>11-285</b> Milling Requirements - Queens HW2CR12C	City of New York DDC Patrick Larkin (718) 391-1958	City of New York DDC	\$ 3,328,891.23	9/30/2012	88%	City of New York DDC Patrick Larkin (718) 391-1958

## MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	CONTRACT AMOUNT	DATE COMPLETED	% OF OUR WORK	CONTACT
<b>11-335</b> Solar Array Project @ Riverhead County Complex	Enxco Development Co. Eldor Contracting Corp. Keith Feldman	Enxco Development Co.	\$ 627,901.15	12/31/2012	93%	Eldor Contracting Corp. Keith Feldman (631) 218-0100
<b>12-104</b> New Entrance Roadway For School of Medicine	Hofstra University Richard S Leddy	Cameron Eng & Assoc. Jack Ozyman (516) 827-4900	\$ 504,205.00	9/30/2012	60%	Hofstra University Richard S. Leddy (516) 463-5258
<b>12-174</b> Home Depot Parking Lot Commack	Home Depot	Home Depot	\$ 796,600.90	12/31/2012	100%	Opal Construction Chris Cavoto (631) 242-7440
<b>09-239</b> Nassau County DPW Highway & Drainage Req. H66302S	Nassau County DPW	Nassau County DPW	\$ 1,252,924.00	12/31/2011	85%	Nassau County DPW (516) 571-6655
<b>11-359</b> Suffolk County DPW Storm Water Pollution Remedtion Phase 3 CP8239	Suffolk County DPW	Suffolk County DPW In-House	\$ 1,294,862.00	12/16/2013	90%	Suffolk County DPW Justin Hipperling (631) 852-4006
<b>11-393</b> Suffolk County DPW Wicks Road Improvement CP5539	Suffolk County DPW	Nelson & Pope	\$ 5,693,653.00	12/31/2013	66%	Suffolk County DPW Justin Hipperling (631) 852-4006
<b>12014</b> Suffolk County DPW CR39 North Road Improvements CP5528	Suffolk County DPW	Suffolk County DPW In-House	\$ 3,779,594.00	12/31/2013	77%	Suffolk County DPW Justin Hipperling (631) 852-4006
<b>12-018</b> Canon Headquarters Phase II - Sitework	Canon USA	Turner Construction	\$ 5,563,069.00	11/30/2013	56%	Turner Construction Chris Deschler (212) 229-6000
<b>12-158</b> Mall at Bay Plaza Site Work - Bronx, NY	Prestige Properties & Dev.	Stantec Consulting Services Inc. (212) 366-5600	\$ 1,799,983.00	11/30/2013	98%	Aurora Contractors Jonathan McGowan (631) 981-3785
<b>12-166</b> Home Depot Parking Lot Long Island City-Milling/Paving	Home Depot	Home Depot	\$ 493,600.00	12/31/2013	100%	Opal Construction Chris Cavoto (631) 242-7440
<b>13-033</b> Sheridan Blvd. Drainage Mineola H6005001G	Nassau County DPW	Nassau County DPW	\$ 718,259.00	12/31/2013	98%	Nassau County DPW Shila Shah Gavnoudias (516) 571-9600
<b>12-426</b> Reconstruction of Sound Avenue, CR48	Suffolk County DPW Justin Hipperling P.E. (631) 852-4006	Suffolk County DPW In-House	\$ 3,791,800.00	12/31/2014	86%	Suffolk County DPW Justin Hipperling (631) 852-4006

## MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	CONTRACT AMOUNT	DATE COMPLETED	% OF OUR WORK	CONTACT
Greenport - 5526						
<b>13-055</b> Lowes of Commack Site Work	Aurora Contractors Barney Riley (631) 981-3785	Rosenbaum Design Group	\$ 3,092,479.00	12/31/2014	80%	Aurora Contractors Barney Reilly (631) 981-3785
<b>13-049</b> Clearspan Building Project	Brookhaven Rail Terminal	Brookhaven Rail Terminal	\$ 1,684,905.00	12/31/2014	65%	Brookhave Rail Term. Andy Kaufman (631) 924-8800
<b>13-089</b> Forcemain and Pump Station - Huntington Sta.	Avalon Bay Communities	Nelson & Pope	\$ 1,023,793.00	12/31/2014	30%	Avalon Bay Communities Matthew Gendron (617) 645-3937
<b>13-183</b> Asphalt Paving Huntington Station	Avalon Bay Communities	Nelson & Pope	\$ 1,288,545.00	6/30/2014	95%	Avalon Bay Communities Matthew Gendron (617) 645-3937
<b>13-219</b> Stony Brook Medical Center East Parking Field Paving	State of New York Dormitory Authority	H2M Architects & Engineers	\$ 670,176.00	12/31/2014	100%	Watral Bros. Inc. Jake Watral (631) 586-8300
<b>13-261</b> Museum of American Armor Site Work - Old Bethpage	Museum of American Armor BDG Construction	BDG Construction Corp	\$ 1,285,390.00	8/29/2014	78%	BDG Construction Anthony Galu (516) 624-1979
<b>13-283</b> 2013 Road Improvements Nassau Avenue	Village of Freeport	Village of Freeport In-House	\$ 1,407,428.00	12/31/2014	73%	Village of Freeport Robert Fisenne P.E. (516) 377-2233
<b>14-306</b> Green Acres Mall Valley Stream - Parking Field Pavement & Rehab	Green Acres Mall Opal Construction	Savik & Murray LLP	\$ 889,154.46	12/31/2014	95%	Opal Construction Chris Cavoto (631) 242-7440
<b>13-035</b> Reconstruction of Rte 347 & 112 D262168	New York State DOT Scalamandre	New York State DOT	\$ 5,634,311.00	12/31/2015	98%	P. Scalamandre & Sons Tom Hayes (516) 868-3000
<b>13-297</b> Village of Mineola 2013 Road Improvements	Village of Mineola	Dvirka & Bartilucci Christopher Clement (516)364-9890	\$ 1,654,509.00	12/31/2015	85%	Village of Mineola Thomas Rini (516) 746-0753
<b>14-034</b> Bridge Rehabilitation Various Locations	Suffolk County DPW	Suffolk County DPW	\$ 1,848,219.00	12/31/2015	75%	Suffolk County DPW Justin Hipperling (631) 852-4006
<b>14-084</b> Lake Success Redevelopment 1 Dakota Drive	We're Associates, Inc.	We're Associates Inc. Gary R Woska	\$ 2,321,333.00	7/27/2015	55%	We're Associates, Inc. Philip Arnold (516) 931-5322
<b>14-220</b> 2014 Road Improvements	Village of Garden City	Village of Garden City In-House	\$ 4,746,069.00	12/31/2015	70%	Village of Garden City Domenick Stanco (516) 465-4017



## MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	CONTRACT AMOUNT	DATE COMPLETED	% OF OUR WORK	CONTACT
<b>14-294</b> Ritz Carlton Residences Off Site Sanitary Sewer Connections SLRC1080018	LRC Construction LLC	H2M Architects Engs	\$ 525,000.00	7/27/2015	61%	LRC Construction LLC Steve Feinstein (914) 773-7700
<b>15-241</b> 3&5 Dakota Parking Lots	We're Associates Inc.	We're Associates Inc. Gary R Woska	\$ 609,457.00	12/31/2015	85%	We're Associates Philip Arnold (516) 931-5322
<b>14-132</b> The Meadows at Yaphank Yaphank Woods Blvd. Road Improvements	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	\$ 1,835,000.00	4/30/2016	100%	AVR Realty Tom Perna (914) 965-3990
<b>14-142</b> Stony Brook University Toll Drive Residence Phase I	Aurora Contractors Inc. State University of New York at Stony Brook	KSQ Architects, P.C. (914) 682-3700	\$ 1,980,789.00	12/31/2016	87%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
<b>14-378</b> Stony Brook University Toll Drive Residence Phase II	Aurora Contractors Inc. State University of New York at Stony Brook	KSQ Architects, P.C. (914) 682-3700	\$ 2,146,774.00	12/31/2016	70%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
<b>15-017</b> Dormitories #A04B007 Sitework	NYRA Belmont EW Howell Travis Salvo	Dolph Rotfeld Eng. (914) 631-8600	\$ 538,413.00	9/28/2016	87%	EW Howell Travis Salvo (516) 921-7100
<b>15-107</b> William Floyd Parkway Yaphank Woods Blvd.	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	\$ 4,061,494.00	12/31/2016	76%	AVR Realty Tom Perna (914) 965-3990
<b>15-149</b> Leavenworth Solar Farm Shoreham	Borrego Solar Systems Inc Eldor Contracting Corp. Keith Feldman	VHB Engineering (631) 234-3444	\$ 1,082,426.00	9/28/2016	88%	Eldor Contracting Corp. Keith Feldman (631) 218-0100
<b>15-315</b> 2015 Road Improvements	Village of Floral Park Valente Contracting Corp.	Dvirka & Bartilucci Christopher Clement (516) 364-9890	\$ 1,297,048.00	12/31/2016	95%	Valente Contracting Corp John Valente (516) 746-7933
<b>15-305</b> The Meadows at Yaphank Yaphank Woods Blvd. Phase 1A Sitework	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	\$ 978,895.00	12/31/2016	100%	AVR Realty Tom Perna (914) 965-3990
<b>15-181</b> Lake Success Redevelopment 3 Dakota -P.Lot & Ramp	We're Associates Inc. Philip Arnold (516) 931-5322	We're Associates Inc. Gary R Woska	\$ 1,423,116.00	4/30/2016	65%	We're Associates Inc. Philip Arnold (516) 931-5322
<b>15-255</b> 2015 Road Improvements	Village of Mineola Valente Contracting Corp.	Dvirka & Bartilucci Christopher Clement (516) 364-9890	\$ 742,821.00	9/28/2016	100%	Valente Contracting Corp John Valente (516) 746-7933

## MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	CONTRACT AMOUNT	DATE COMPLETED	% OF OUR WORK	CONTACT
<b>16-130</b> LIE Welcome Center Dix Hills	NYSDOT P. Scalamandre & Sons	Stantec Consulting Services Inc. (212) 366-5600	\$ 1,578,526.00	11/30/2016	100%	P. Scalamandre & Sons Tom Hayes (516) 868-3000
<b>16-152</b> 2016 Road Improvements	Village of New Hyde Park	Dvirka & Bartilucci Christopher Clement (516) 364-9890	\$ 2,127,958.00	12/31/2016	77%	Village of New Hyde Park Tom Gannon (516) 354-0064
<b>16-218</b> 2016 Road Improvements	Village of Garden City	Village of Garden City In-House	\$ 1,447,250.00	12/31/2016	65%	Village of Garden City Domenick Stanco (516) 465-4017
<b>16-308</b> 2016 Road Improvements	Village of Mineola Valente Contracting Corp.	Dvirka & Bartilucci Christopher Clement (516) 364-9890	\$ 725,790.00	12/31/2016	100%	Valente Contracting Corp John Valente (516) 746-7933
<b>15-221</b> Green Acres Commons Valley Stream	Green Acres Adjacent LLC Aurora Contractors Inc. Barney Reilly	SPG3 Architects Bruce Keller	\$ 6,523,195.00	7/31/2017	90%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
<b>15-243</b> Green Acres Commons Valley Stream - Paving	Green Acres Adjacent LLC Aurora Contractors Inc. Barney Reilly	SPG3 Architects Bruce Keller	\$ 1,560,664.00	7/31/2017	93%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
<b>16-034</b> 1933 & 1963 Union Blvd. Sitework	South Side Hospital Schulmann Industries Inc. Harry Haralambous	Sidney B. Bowne & Son (516) 746-2350	\$ 1,735,825.00	9/30/2017	55%	Schulmann Industries Inc Harry Haralambous (631) 499-7974
<b>16-160</b> Roslyn Schools Paving	Roslyn UF School District Watral Brothers Inc.	VHB Engineering (631) 234-3444	\$ 589,403.00	9/30/2017	98%	Watral Brothers Inc. Jake Watral (631) 586-8300
<b>16-358</b> Culverts 1 & 2 Holtsville Terminal	Northville Industries Corp.	U.N.I Engineering Inc. Edward J. Sapp	\$ 786,034.00	12/26/2017	41%	Northville Industries Corp. (631) 475-5060
<b>17-273</b> Parking Lot Construction Union Blvd., Bay Shore	Northwell Health Inc. Schulman Industries Harry Haralambous	Sidney B. Bowne & Son (516) 746-2350	\$ 548,425.00	12/31/2017	70%	Northwell Health Inc. Schulman Industries Harry Haralambous (631) 499-7974
<b>15-261</b> Avalon at Great Neck Site Work	Avalon Bay Communities Scott Fradenburg 516-501-6020	VHB Engineering (631) 234-3444	\$ 1,501,001.19	1/31/2018	93%	Avalon Bay Communities Scott Fradenburg 516-501-6020
<b>16-048</b> Avalon Rockville Centre II Sitework	Avalon Bay Communities Scott Fradenburg 516-501-6020	Nelson & Pope (631) 427-5665	\$ 1,373,303.43	1/31/2018	95%	Avalon Bay Communities Scott Fradenburg 516-501-6020
<b>16-286</b> Common Area 2 Sitework The Meadows at Yaphank	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	\$ 679,748.50	12/31/2018	100%	AVR Realty Tom Perna (914) 965-3990
<b>17-103</b> Shoreham Solar	Shoreham Solar Commons LLC Keith Feldmann - Eldor	TRC Engineers Inc. (516) 671-3407	\$ 2,854,197.00	11/30/2018	90%	Eldor Contracting Corp. Keith Feldmann

## MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	CONTRACT AMOUNT	DATE COMPLETED	% OF OUR WORK	CONTACT
Commons - Sitework	(631) 218-0100					(631) 218-0100
<b>17-189</b> Village of Garden City 2017 Road Improvements	Village of Garden City Valente Contracting Corp. John Valente	Village of Garden City In-House	\$ 1,049,622.00	12/31/2018	96%	Valente Contracting Corp John Valente (516) 746-7933
<b>17-237</b> Northwell Lynbrook Site Work	Talisen Construction Corp. Joseph Rigazio (212) 244-4581	Sidney B. Bowne & Son (516) 746-2350	\$ 908,330.81	6/30/2018	59%	Talisen Construction Corp. Joseph Rigazio (212) 244-4581
<b>17-347</b> Sky Drive Farmingdale Sitework	BDG Farmingdale LLC Mike Christiano (516) 624-1948	Bohler Engineering Joseph Deal (631) 738-1200	4,327,684.00	12/31/2018	70%	BDG Farmingdale LLC Mike Christiano (516) 624-1948

B. Indicate number of years in business.

17

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

Work on previous NCDPW contracts

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 Village of Garden City

Contact Person Domenick Stanco

Address 351 Stewart Avenue

City Garden City

State/Province/Territory NY

Country US

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company Suffolk County DPW

Contact Person William Hillman, P.E.

Address 335 Yaphank Avenue

City Yaphank

State/Province/Territory NY

Country US

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company Village of Mineola

Contact Person Thomas Rini

Address 155 Washington Avenue

City Mineola

State/Province/Territory NY

Country US

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

I, Joseph M. Williams, Jr., P.E., hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph M. Williams, Jr., P.E., hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

#### **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.

Name of submitting business: Pratt Brothers, Inc.

Electronically signed and certified at the date and time indicated by:

Joseph M. Williams, Jr., P.E. [Redacted Signature]

Sr. Vice President

Title

02/25/2020 03:04:02 PM

Date



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?

YES ☒ NO ☐ If yes, to what campaign committee?

Laura Curran  
Jack Schnirman

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.

Electronically signed and certified at the date and time indicated by:

Joseph M. Williams, Jr., P.E. [ ]

Dated: 09/13/2019 04:23:06 PM

Vendor: Pratt Brothers, Inc.

Title: Sr. 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 the last page 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?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:

Joseph M. Williams, Jr., P.E. [

]

Dated: 09/13/2019 04:22:28 PM

Vendor: Pratt Brothers, Inc.

Title: Sr. Vice President



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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Edward P McCoy Jr  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 45 S. 4th St.  
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706  
Country: US  
Telephone: 631-667-6800

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/01/2011</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Edward McCoy Jr., hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Edward McCoy Jr., hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Pratt Brothers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Edward McCoy Jr.

Vice President

Title

02/25/2020 04:21:08 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: James J Pratt, III  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: Pratt Brothers Inc.  
City: 45 South Fourth Street State/Province/Territory: NY Zip/Postal Code: 11706  
Country: US  
Telephone: 631-667-6800

Other present address(es):  
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706  
Country: US  
Telephone: 6316676800

List of other addresses and telephone numbers attached

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

President	<u>07/18/2002</u>	Treasurer	<u>07/18/2002</u>
Chairman of Board	<u></u>	Shareholder	<u>07/18/2002</u>
Chief Exec. Officer	<u></u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

As required by bank and bonding company

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Scatt Materials Corp.

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

Asphalt pickup contracts

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?



YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, James J Pratt III , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, James J Pratt III , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Pratt Brothers Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

James J. Pratt, III

President/Treasurer

Title

02/25/2020 03:53:08 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph M. Williams, Jr., P.E.  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 45 South Fourth Street  
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706  
Country: US  
Telephone: (631) 667-6800

Other present address(es):  
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706  
Country: US  
Telephone: 6316676800

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	<u>07/18/2002</u>		
(Other)			

Type	Description	Start Date
Other	Sr. Vice President	01/01/2011

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Joseph M. Williams, Jr., P.E. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph M. Williams, Jr., P.E. , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Pratt Brothers Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joseph M. Williams, Jr., P.E. [REDACTED]

Sr. Vice President

Title

02/25/2020 02:52:28 PM

Date



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Thomas Pratt  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 45 South Fourth Street  
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706  
Country: US  
Telephone: 631-667-6800

Other present address(es):  
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706  
Country: US  
Telephone: 6315860554

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	<u>07/18/2002</u>
Chief Exec. Officer	_____	Secretary	<u>07/18/2002</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>07/18/2002</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

As required by bank and bonding company

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Scatt Materials Corp.

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

Asphalt pickup contracts

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Thomas Pratt , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Thomas Pratt , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Pratt Brothers Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Thomas Pratt

Vice President/Secretary

Title

02/25/2020 04:04:47 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Pratt Brothers Inc.

Address: 45 South Fourth Street

City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706

Country: US

2. Entity's Vendor Identification Number: 16-1620294

3. Type of Business: Closely Held Corp (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):

First Name Joseph  
 Last Name Williams  
 MI M Suffix Jr.  
 Address [REDACTED]  
 City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country US  
 Position Sr Vice President

First Name James  
 Last Name Pratt  
 MI J Suffix III  
 Address [REDACTED]  
 City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country US  
 Position President/Treasurer

First Name Thomas  
 Last Name Pratt  
 MI \_\_\_\_\_ Suffix \_\_\_\_\_  
 Address [REDACTED]  
 City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country US  
 Position Vice President/Secretary

First Name Edward  
 Last Name McCoy  
 MI P Suffix Jr.  
 Address [REDACTED]  
 City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country US

Position Vice President

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.  
If none, explain.

First Name James  
Last Name Pratt  
MI J Suffix III  
Address [REDACTED]  
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country [REDACTED]  
Position President/Treasurer

First Name Thomas  
Last Name Pratt  
MI [REDACTED] Suffix [REDACTED]  
Address [REDACTED]  
City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country [REDACTED]  
Position Vice President/Secretary

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.

Scatt Materials Corp.

3 File(s) uploaded Scatt Vendor Disclosure Form 2.13.20.pdf, Scatt Vendor Disclosure Form 2.21.20.pdf, Scatt Vendor Disclosure Form 9.13.19.pdf

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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:

Joseph M. Williams, Jr., P.E. 

Dated: 02/21/2020 02:51:30 PM

Title: Sr. Vice President



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

COUNTY OF NASSAU

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

1. Name of the Entity: Scatt Materials Corp.

Address: 44 South Fourth Street

City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706

Country: US

2. Entity's Vendor Identification Number: 11-2607021

3. Type of Business: Closely Held Corp (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):

First Name Thomas  
 Last Name Pratt  
 MI \_\_\_\_\_ Suffix \_\_\_\_\_  
 Address [REDACTED]  
 City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country US  
 Position President

First Name James  
 Last Name Haney  
 MI \_\_\_\_\_ Suffix \_\_\_\_\_  
 Address [REDACTED]  
 City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country US  
 Position Vice President

First Name James  
 Last Name Haney  
 MI \_\_\_\_\_ Suffix \_\_\_\_\_  
 Address [REDACTED]  
 City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country US  
 Position Secretary

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

If none, explain.

[REDACTED]

No shareholders, members, or partners have been attached to this form.

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.

Pratt Brothers, Inc - James J. Pratt, III and Thomas Pratt share ownership as Scatt Materials Corp. will supply asphalt to Pratt Brothers, Inc.

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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

[REDACTED]

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

[REDACTED]

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

[REDACTED]

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.

Electronically signed and certified at the date and time indicated by:

Thomas Pratt [REDACTED]

Dated: 02/19/2020 12:34:42 PM

Title: President

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

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

**TO:** Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** October 8, 2019

**SUBJECT:** RECOMMENDATION OF AWARD

**Contract Number:** H61587-PR4

**Title:** Nassau County Priority Resurfacing – Phase 4


**Engineer's Estimate:** \$ 9,624,850.00

**Bids Received On:** October 1, 2019

The bids received for the above referenced contract have been examined and the bid submitted by Pratt Brothers Inc. in the amount of \$8,888,777.00 is acceptable as the lowest bid (see the attached bid tabulation).

The low bid by Pratt Brothers Inc. is 7.65% below the engineer's estimate, and adequate funds are available (Capital Project Number 61587-PR4).


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

  
Kenneth G. Arnold  
Commissioner

KGA:RM:jd  
Attachments

c: Rakhal Maitra, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Jose Viteri, Civil Engineer II

APPROVED:

  
Brian J. Schneider      Date  
Deputy County Executive

DISAPPROVED:

\_\_\_\_\_  
Brian J. Schneider      Date  
Deputy County Executive



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

**TO:** Kenneth G. Arnold, Commissioner  
**FROM:** Rakhal Maitra, Deputy Commissioner

**DATE:** October 8, 2019

**SUBJECT: RECOMMENDATION OF AWARD**

**Contract Number:** H61587-PR4

**Title:** Nassau County Priority Resurfacing – Phase 4

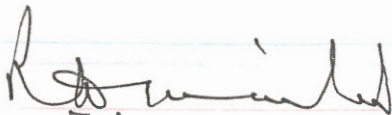
**Engineer's Estimate:** \$ 9,624,850.00

**BIDS RECEIVED ON:** October 1, 2019

The Bids received for the above referenced contract have been examined, as tabulated in the bid comparison (attached). The bid submitted by Pratt Brothers Inc., in the amount of \$8,888,777.00 is acceptable as the lowest responsible bidder.

The low bid by Pratt Brothers Inc. is 7.65% below the engineer's estimate and adequate funds are available (Capital Project number H61587-PR4). After reviewing all documentation submitted by the contractor, it was found that Pratt Brothers Inc, Inc. meets the required goals for this project.

Therefore, it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.



Rakhal Maitra  
Deputy Commissioner

RM:jd

Attachments

c: Loretta Dionisio, Assistant to Deputy Commissioner  
Richard Iadevaio Jr., Superintendent of Highway and Drainage Construction  
Jose Viteri, Civil Engineer 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:** May 31, 2019

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
 Nassau County Priority Resurfacing Contract – Phase 4  
 Proposed Contract Number: H61587-PR4

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 construction contract for the following services: Resurfacing of Various County Roads in Nassau County.
2. The work involves the following: Furnishing labor, materials, tools, equipment and incidentals as specified for the resurfacing of asphalt and/or concrete surfaces and other related work at various locations in Nassau County. The work operations may include, but not be limited to milling and paving of the existing asphalt pavement, concrete pavement repairs, full depth asphalt and joint repairs, and installation of pavement markings, traffic signal loops and plowable raised reflectorized pavement markers.
3. An estimate of the cost is: \$10,012,000.00.
4. An estimate of the duration is: One hundred and eighty (180) calendar days.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.



Roseann D'Alleva  
 Deputy Commissioner

RD:RM:ac

c: Christopher Nicolino, Director, Office of Labor Relations  
 Rakhal Maitra, Deputy Commissioner  
 Loretta Dionisio, Assistant to Deputy Commissioner  
 Christopher Yansick, Unit Head, Financial Management Unit  
 Diane Pyne, Unit Head, Human Resources Unit  
 Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
 Jonathan Lesman, Management Analyst II  
 Saji Varughese, Project Manager II



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

**TO:** Saji Varughese, Project Manager II

**FROM:** Office of the Commissioner

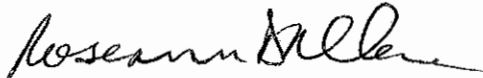
**DATE:** July 9, 2019

**SUBJECT:** CSEA Sub-Contracting Approval  
**C19-060** – H61587-PR4 – Nassau County Priority Resurfacing Contract – Phase 4

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C19-060**.

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

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



Roseann D'Alleva  
Deputy Commissioner

RD:las

c: Rakhal Maitra, Deputy Commissioner  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Loretta Dionisio, Assistant to Deputy Commissioner  
Jonathan Lesman, Management Analyst II





PROPOSAL  
To the County of Nassau  
**RESURFACING OF VARIOUS COUNTY ROADS  
IN THE TOWN OF HEMPSTEAD  
PHASE 4**

**Contract No. H61587-PR4**

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the plans and specifications for the amount named in the proposal hereinafter described.

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: Pratt Brothers, Inc.  
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 45 South Fourth Street, Bay Shore, NY 11706

Telephone: 631-667-6800 Date: September 27, 2019

FAX Tele: 631-289-6119 E-Mail: jwilliams@prattbrothers.com

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners

Residence of Partners

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

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

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President: James J. Pratt, III

President's Domicile: [REDACTED]

Name of Vice Pres: Thomas Pratt

Vice Pres's Domicile: [REDACTED]

Corporate Officer: Joseph M. Williams, Jr., P.E. Title: Sr. Vice President

Corporate Officer's Domicile: [REDACTED]

Corporate Officer: Edward P. McCoy, Jr. Title: Vice President

Corporate Officer's Domicile: [REDACTED]

**NO TEXT ON THIS PAGE**

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.
2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.
3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.
4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.
7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.

## INFORMATION FOR BIDDERS

### I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

### II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

### III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

### IV. Apprenticeship Training Program

For all contracts in excess of \$500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

CPIN	Item Number	Estimate of Quantities	Page 1			Date	Cont H61587-PR4	Brought Forward		
			Items with unit bid price written in words						Unit Bid Price	Amount Bid
1M		1.00	Lump Sum	, Mobilization						
			FOR	THREE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED FIFTY FOUR DOLLARS SIXTY ONE CENTS				315,554.610	315,554.61	
2		150.00	Cu Yd	, Unclassified Excavation						
			FOR	ONE HUNDRED DOLLARS NO CENTS				100.000	15,000.00	
4A		125.00	Sq Yd	, Cement Concrete Breaking Pavement						
			FOR	ZERO DOLLARS ONE CENT				0.010	1.25	
4B		20.00	Cu Yd	, Cement Concrete Breaking Structures						
			FOR	ZERO DOLLARS ONE CENT				0.010	0.20	
5C		100.00	Cu Yd	, Selected Fill						
			FOR	ZERO DOLLARS ONE CENT				0.010	1.00	

C/PIN	Page 2	Date	Cont H61587-PR4	Brought Forward
Item Number	Estimate of Quantities	Items with unit bid price written in words	Unit Bid Price	Amount Bid
7	100.00	Sq Yd , Preparing Fine Grade FOR ONE DOLLAR NO CENTS	1.000	100.00
12H	9,000.00	Lin Ft , Cleaning Existing Drainage System FOR FIVE DOLLARS NO CENTS	5.000	45,000.00
12HX	270.00	Each , Clean Existing Catch Basins FOR NINE HUNDRED DOLLARS NO CENTS	900.000	243,000.00
15X	10.00	Each , Rehabilitation of Catch Basins FOR ONE DOLLAR NO CENTS	1.000	10.00
16X	25.00	Each , Altering Brick Manholes FOR TWO THOUSAND DOLLARS NO CENTS	2,000.000	50,000.00
		PER Sq Yd		
		PER Lin Ft		
		PER Each		
		PER Each		
		PER Each		
		PER Each		
		Carry Forward		

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
17A	10.00	Cu Yd , Class A Concrete for Structures FOR ZERO DOLLARS ONE CENT	0.010	0.10
24	20.00	Cu Yd , Concrete Pavement FOR ONE DOLLAR NO CENTS	1.000	20.00
24V	12.00	Cu Yd , Concrete Valley Gutter FOR ONE DOLLAR NO CENTS	1.000	12.00
26	3,500.00	Lin Ft , Concrete Curb FOR FORTY SIX DOLLARS NO CENTS	46.000	161,000.00
26CG	50.00	Lin Ft , Combination Curb & Gutter FOR FIFTY DOLLARS NO CENTS	50.000	2,500.00
			Carry Forward	

Item Number	Estimate of Quantities	Items with unit bid price written in words			Brought Forward	
					Unit Bid Price	Amount Bid
27	8,000.00	Sq Ft	, Concrete Sidewalk			
		FOR	FIVE DOLLARS NO CENTS		5.000	40,000.00
				PER Sq Ft		
27DW	1,000.00	Sq Ft	, Detectable Warning Surface			
		FOR	ZERO DOLLARS ONE CENT		0.010	10.00
				PER Sq Ft		
28	350.00	Sq Ft	, Concrete Driveway & Aprons			
		FOR	TEN DOLLARS NO CENTS		10.000	3,500.00
				PER Sq Ft		
29	200.00	Sq ft	, Driveway Restoration			
		FOR	ZERO DOLLARS ONE CENT		0.010	2.00
				PER Sq ft		
30	50.00	Sq Yd	, Metal Reinforcement for Conc. Pvmnt			
		FOR	ONE DOLLAR NO CENTS		1.000	50.00
				PER Sq Yd		
					Carry Forward	



Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
31	500.00	Lin Ft , Transverse Joint Supports FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	5.00
32A	200.00	Each , Longitudinal Joint Ties Pavement FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	2.00
32X	200.00	Each , Joint Ties Grout Type FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	2.00
32X-1	200.00	Each , Load Transfer Device for Conc Pymnt Repairs FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	2.00
33	1,000.00	Lb , Bar Reinforcement for Structures FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	10.00
Carry Forward				

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
34	23,500.00	Lb , Misc Metals FOR ONE DOLLAR NO CENTS	1.000	23,500.00
36CX	220.00	Ton , Asphalt Truing & Leveling Type 1A For Cracks in Asphalt Pvmnt FOR ZERO DOLLARS ONE CENT	0.010	2.20
36DRAR	35,000.00	Tons , Rut Avoidance Asphalt Type 1A (Top RA Resurfacing) FOR ONE HUNDRED THIRTY DOLLARS FIFTY CENTS	130.500	4,567,500.00
58A	100.00	Lin Ft , Sawcutting Existing Non Roadway Asphalt FOR ZERO DOLLARS ONE CENT	0.010	1.00
58RPC	500.00	Lin Ft , Sawcutting Existing Roadway Pavement & Concrete FOR ZERO DOLLARS ONE CENT	0.010	5.00
			Carry Forward	

Item Number	Estimate of Quantities	Items with unit bid price written in words		Brought Forward	
				Unit Bid Price	Amount Bid
102	1.00	Lump Sum , Work Zone Traffic Control FOR TWENTY FIVE THOUSAND DOLLARS NO CENTS		25,000.000	25,000.00
102D	400.00	Day , Flashing Arrow Board FOR THIRTY DOLLARS NO CENTS	PER Lump Sum		
102PVMS	500.00	Day , Portable Variable Message Sign FOR FIFTY DOLLARS NO CENTS	PER Day	30.000	12,000.00
111	5,000.00	Sq Yd , Removal & Replacement of Pavement FOR ONE DOLLAR NO CENTS	PER Day	50.000	25,000.00
112	50.00	Each , Adjusting Manholes FOR TWO HUNDRED DOLLARS NO CENTS	PER Sq Yd	1.000	5,000.00
			PER Each	200.000	10,000.00
				Carry Forward	

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
114	300.00	Each , Adjustment of Water Valve Box Elevation FOR SEVENTY FIVE DOLLARS NO CENTS	75.000	22,500.00
115	2,500.00	LIn Ft , Butt Joints FOR TWENTY DOLLARS NO CENTS	20.000	50,000.00
116A	400,000.00	Sq Yd , Profiling & Removal of Asphalt Pavement FOR FIVE DOLLARS TWENTY CENTS	5.200	2,080,000.00
116C	100.00	Sq Yd , Profiling & Removal of Concrete Pavement FOR ZERO DOLLARS ONE CENT	0.010	1.00
129	10.00	Cu Yds , Cement Concrete Pavement Repairs FOR ONE THOUSAND FIVE HUNDRED DOLLARS NO CENTS	1,500.000	15,000.00
			PER	Each
			PER	LIn Ft
			PER	Sq Yd
			PER	Cu Yds
			Carry Forward	

[illegible]

CPIN	Item Number	Estimate of Quantities	Items with unit bid price written in words	Cont H61587-PR4	Brought Forward	
					Unit Bid Price	Amount Bid
137		1,000.00	Lin Ft , Remove Existing Traffic Markings FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____		0.010	10.00
138		1,000.00	Sq Yd , Asphalt Joint Repair FOR <u>TEN DOLLARS NO CENTS</u> _____ _____	PER Lin Ft	10.000	10,000.00
141B		200.00	Each , Silt Protection for Surface Inlet Drainage Structures FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____	PER Sq Yd	0.010	2.00
141C		200.00	Each , Silt Protection for Curb Inlet Drainage Structures FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____	PER Each	0.010	2.00
199		1.00	Lump Sum , Interim Payments (Force) FOR <u>TWO HUNDRED THOUSAND DOLLARS NO CENTS</u> _____ _____	PER Lump Sum	200,000.000	200,000.00
				PER Lump Sum	Carry Forward	

Item Number	Estimate of Quantities	Items with unit bid price written in words		Brought Forward	
				Unit Bid Price	Amount Bid
199A	1.00	Lump Sum , Asphalt Price Adjustment (Force) FOR <u>TEN THOUSAND DOLLARS NO CENTS</u>		10,000.000	10,000.00
368	1,000.00	Sq Yd , Topsoil & Grass Seed FOR <u>ZERO DOLLARS ONE CENT</u>	PER Lump Sum	0.010	10.00
372A	5.00	Each , Tree Removal A ( < 6" Caliper) FOR <u>ZERO DOLLARS ONE CENT</u>	PER Sq Yd	0.010	0.05
372B	5.00	Each , Tree Removal B (6" - < 12" Caliper) FOR <u>ZERO DOLLARS ONE CENT</u>	PER Each	0.010	0.05
372C	5.00	Each , Tree Removal C (12" - < 24" Caliper) FOR <u>ZERO DOLLARS ONE CENT</u>	PER Each	0.010	0.05
Carry Forward					

Item Number	Estimate of Quantities	items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
372D	5.00	Each , Tree removal D (24" - < 36' Caliper) FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.05
372E	2.00	Each , Tree Removal E (36" - < 48" Caliper) FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.02
373A	5.00	Each , Stump Removal 4" - < 6" Caliper FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.05
373B	5.00	Each , Stump Removal B 6" - < 12" caliper FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.05
373C	5.00	Each , Stump Removal C 12" - < 24" Caliper FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.05
Carry Forward				



CPIN			Page 13	Date	Cont H61587-PR4	Brought Forward		
Item Number	Estimate of Quantities	Items with unit bid price written in words				Unit Bid Price	Amount Bid	
373D	5.00	Each	, Stump Removal D 24" - < 36" Caliper				0.010	0.05
		FOR	<u>ZERO DOLLARS ONE CENT</u>					
			PER Each					
373E	5.00	Each	, Stump Removal E 36" - < 48" Caliper				0.010	0.05
		FOR	<u>ZERO DOLLARS ONE CENT</u>					
			PER Each					
374A	5.00	Each	, Stump Grinding A 4" - < 6" Caliper				0.010	0.05
		FOR	<u>ZERO DOLLARS ONE CENT</u>					
			PER Each					
374B	5.00	Each	, Stump Grinding B 6" - < 12" caliper				0.010	0.05
		FOR	<u>ZERO DOLLARS ONE CENT</u>					
			PER Each					
374C	5.00	Each	, Stump Grinding C 12" - < 24" Caliper				0.010	0.05
		FOR	<u>ZERO DOLLARS ONE CENT</u>					
			PER Each					
Carry Forward								



Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
422SHE	5.00	Each , Adjust Traffic Magnetic Vehicle Detector FOR FOUR HUNDRED DOLLARS NO CENTS	400.000	2,000.00
685.07200110	250,000.00	Lin. Feet , White Epoxy ReflectORIZED Pavement Stripes - 20 Mils (Wet Night Visibility) FOR ZERO DOLLARS SIXTY FIVE CENTS	0.650	162,500.00
685.07200210	275.00	Each , White Epoxy ReflectORIZED Pavement Letters - 20 Mils (Wet Night Visibility) FOR ONE HUNDRED TEN DOLLARS NO CENTS	110.000	30,250.00
685.07200310	350.00	Each , White Epoxy ReflectORIZED Pavement Symbols - 20 Mils (Wet Night Visibility) FOR ONE HUNDRED THIRTY FIVE DOLLARS NO CENTS	135.000	47,250.00
685.0720410	60,000.00	Lin. Feet , White Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) - 20 Mils (Wet Night Visibility) FOR ONE DOLLAR FIFTY CENTS	1.500	90,000.00
Carry Forward				

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
685.0720610	250,000.00	Lin. Feet , Yellow Epoxy ReflectORIZED Pavement Stripes - 20 Mils (Wet Night Visibility) FOR <u>ZERO DOLLARS SIXTY FIVE CENTS</u>	0.650	162,500.00
685.0720710	15,000.00	Lin. Feet , Yellow Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) - 20 Mils ( ) FOR <u>ONE DOLLAR FORTY CENTS</u>	1.400	21,000.00
744	1.00	LS , Force Account Work FOR <u>TWO HUNDRED THOUSAND DOLLARS NO CENTS</u>	200,000.000	200,000.00
		PLEASE BE SURE A BID IS ENTERED FOR EACH ITEM EXCEPT AS DIRECTED FOR OPTIONAL ITEMS		
		TOTAL OR GROSS SUM WRITTEN IN WORDS <u>EIGHT MILLION EIGHT HUNDRED EIGHTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY SEVEN DOLLARS NO CENTS</u>	\$	\$8,888,777.00

LAURA CURRAN  
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.  
COMMISSIONER

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

**VENDOR PORTAL ACKNOWLEDGMENT**

Vendor Name: Pratt Brothers, Inc.  
Contract Title: Priority Resurfacing of Various Road - Phase 4  
Contract Number: H61587-P4

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at [www.nassaucountyny.gov](http://www.nassaucountyny.gov) by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

Signature

September 27, 2019  
Date

Joseph M. Williams, Jr., P.E., Sr. Vice President  
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

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

**NO TEXT ON THIS PAGE**

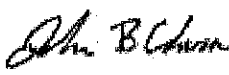

**LAURA CURRAN**  
NASSAU COUNTY EXECUTIVE

# NASSAU COUNTY



## Vendor Code of Ethics



<b>POLICY/PROCEDURE TITLE:</b> Nassau County Vendor Code of Ethics	<b>DATE ISSUED:</b> June 5 <sup>th</sup> , 2019
<b>DEPARTMENT ISSUING:</b> Executive – Compliance	<b>AUTHORIZED and SIGNED BY:</b>  Deputy County Executive For Compliance  County Executive

**POLICY:**

The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

**PURPOSE:**

To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

**SCOPE:**

All vendors doing business or seeking to do business with Nassau County as specified in the Code.





# Vendor Code of Ethics

## TABLE OF CONTENTS

### Chapter 1: DEFINITIONS

### Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

#### Section 2.01 Designated Point(s) of Contact

### Chapter 3: GIFTS OR CONTINGENT FEES

#### Section 3.01 Zero Tolerance

#### Section 3.02 Personal Relationships

#### Section 3.03 Contingent Fees

### Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

#### Section 4.01 Restrictions During the Procurement Process

#### Section 4.02 Restrictions Post Award

### Chapter 5: CONFLICT OF INTEREST

#### Section 5.01 Financial Interest

#### Section 5.02 Personal Business Dealings

#### Section 5.03 Disclosure and Cooperation

#### Section 5.04 Confidential Information

#### Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

### Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

#### Section 6.01 Appearance Before Former Agency-Two Year Bar

#### Section 6.02 Appearance Before Former Agency-Life Time Bar

### Chapter 7: NON-COLLUSION

#### Section 7.01 Independent Bid Assessment

#### Section 7.02 Non-Communication of Bid

#### Section 7.03 Bid Submission

### Chapter 8: DISTRIBUTION AND CERTIFICATION

#### Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

#### Section 8.02 Vendor Certifications

#### Section 8.03 Subcontractor Certifications

### Chapter 9: PENALTIES

#### Section 9.01 Responsibility Determination

#### Section 9.02 Civil/Criminal Penalties

### Chapter 10: REPORTING OBLIGATION

#### Section 10.01 Reporting Gift Requests

#### Section 10.02 Reporting Material Changes



## Vendor Code of Ethics

### Section 10.03 Reporting Violations and Overpayments

### Chapter 11: PROHIBITION ON RETALIATION

### Section 11.01 Prohibition



## Vendor Code of Ethics

### Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

**Adverse Job-Related Action** includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

**Contact** means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

**Designated Point(s) of Contact** means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

**Nassau County Employee** means any officer, official or employee of Nassau County.

**Family Member** means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

**Gift** means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,



## Vendor Code of Ethics

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

**Nassau County Code of Ethics** means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

**Participating Employee** means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

**Participating Nassau County Employee** means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

**Primary Contracting Party** means a Vendor who intends to directly enter into or has a contract with Nassau County.

**Retaliatory Action** is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

**State Procurement Lobbying Law** means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

**Vendor** means any individual or entity seeking to or doing business



## Vendor Code of Ethics

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

### Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

#### Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

### Chapter 3: GIFTS OR CONTINGENT FEES

#### Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

#### Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is



## Vendor Code of Ethics

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

- (a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;
- (b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

### Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

## Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

### Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific



## Vendor Code of Ethics

procurement should be directed to the Designated Point of Contact for the procurement.

### Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

- (i) 30 days from the time the matter before the Employee is closed, or
- (ii) 30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

## Chapter 5: CONFLICT OF INTEREST

### Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

### Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a



## Vendor Code of Ethics

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

### Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

### Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.





## Vendor Code of Ethics

### Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

## Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

### Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

### Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.



## Vendor Code of Ethics

### Chapter 7: NON-COLLUSION

#### Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

#### Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

#### Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

### Chapter 8: DISTRIBUTION AND CERTIFICATION

#### Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of \$10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.



## Vendor Code of Ethics

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

### Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

- (a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;
- (b) All of its Participating Employees during the course of procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;
- (c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;
- (d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;
- (e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.



## Vendor Code of Ethics

### Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.



## Vendor Code of Ethics

### Chapter 9: PENALTIES

#### Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

#### Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

### Chapter 10: REPORTING OBLIGATION

#### Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

#### Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

#### Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a



## Vendor Code of Ethics

violation of law involving fraud, conflict of interest, bribery or gratuities.

### Chapter 11: PROHIBITION ON RETALIATION

#### Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.



## Vendor Code of Ethics

### CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: H61587-PR4

Project Description: Priority Resurfacing of Various Roads - Phase 4

The prospective lower tier participant \_\_\_\_\_ (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to Pratt Brothers, Inc. [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 27th day of September, 2019.

By

Signature of Authorized Official

Joseph M. Williams, Jr, P.E., Sr. Vice President

Name and Title of Authorized Official



## Vendor Code of Ethics

### PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: Pratt Brothers, Inc.

Bid/Proposal No.: H61587-PR4

I, Joseph M. Williams, Jr., P.E., acknowledge that I have received and read the Nassau County Vendor Code of Ethics on September 27, 2019 and that I understand it and will comply with this Code in my participation in procurements between Pratt Brothers, Inc. (Vendor name) and Nassau County.

Executed this 27th day of September, 20 19.

By  Signature of Employee

Joseph M. Williams, Jr., P.E., Sr. Vice President Name and Title of Employee



CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

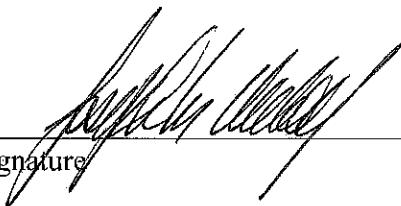
CONTRACTOR'S NAME: Pratt Brothers, Inc.

TELEPHONE NUMBER: 631-667-6800

WORK SITE OR FACILITY NAME: H61587-PR

WORK SITE OR FACILITY ADDRESS OR  
OTHER IDENTIFYING DESCRIPTION: \_\_\_\_\_

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

  
Signature

9/27/19

Date

Joseph M. Williams, Jr, P.E., Sr. Vice President  
Print Name and Title of Signer

**NO TEXT ON THIS PAGE**



# NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

## WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO.

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
Federal ID No.:			

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

☐ Plumbing and Gas Fitting  
☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus  
☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. no subcontractors will be used, please check this box [ ] skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) only one.			General Description of Work	Subcontractor's Contract Amt.
	Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**NO TEXT ON THIS PAGE**

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.

Joseph M. Williams, Jr, P.E., Sr. Vice President

Name and Title of Authorized Representative

m/d/yy

Signature

9/27/2019

Date

Pratt Brothers, Inc.

Name of Organization

45 South Fourth Street, Bay Shore, NY 11706

Address of Organization

U.S. GPO: 1989 OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

### Instructions for Certification

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

## MacBride Fair Employment Principles

### NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

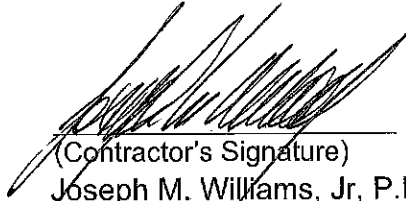
(1) have business operations in Northern Ireland,

Yes \_\_\_ No X

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes \_\_\_ No \_\_\_



(Contractor's Signature)

Joseph M. Williams, Jr, P.E.,  
Sr. Vice President

Pratt Brothers, Inc.

(Name of Business)

**NO TEXT ON THIS PAGE**



## IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law § 165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X

**a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

**b. Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

  
Signature/Date

9/27/2019 Joseph M. Williams, Jr, P.E., Sr. Vice President  
Print Name and Position

**NO TEXT ON THIS PAGE**

PROPOSAL: For all work in accordance with the drawings and specifications:

Pratt Brothers, Inc.

(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number \_\_\_\_\_

Firm or Corporation's Federal ID Number 16-1620294

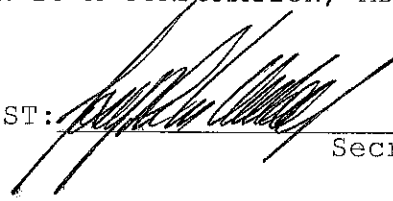
Firm or Corporation's Municipal License ID Number \_\_\_\_\_

Municipal Licensing Agency \_\_\_\_\_

By:  Date: 9/27/2019

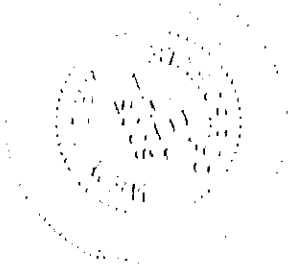
(Print) Joseph M. Williams, Jr, P.E. Title: Sr. Vice President

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST:  Secretary

(CORPORATE)  
(SEAL)

**NO TEXT ON THIS PAGE**



## QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 17 years
2. How many years experience in the construction work of a similar type as this contract has your firm had;
  - a. as a Prime Contractor 17 years
  - b. as a Subcontractor 17 years
3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
--------------------	------------------	----------------------	---

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
--------------------	------------------	----------------------	---

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

5. Have you:
  - a. ever failed to complete any work awarded to You? No  
If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.
  - b. ever been defaulted on a contract? No  
If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

**NO TEXT ON THIS PAGE**

c. ever been declared a non-responsible bidder by any municipality or public agency? No  
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No  
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No  
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No  
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No  
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

**NO TEXT ON THIS PAGE**



d. that has ever been barred from bidding municipal or public contracts? No

If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No

If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

10. In what other lines of business are you financially interested?

Manufacturer of asphalt aggregate or asphalt pavement materials.

**NO TEXT ON THIS PAGE**

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
----------------------	----------------------------------	--	----------------------------------	------------------------

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
------	---	---------------------	---------------------

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

N/A

(use additional blank sheets if additional space is necessary)

**NO TEXT ON THIS PAGE**

14. In what manner have you inspected this proposed work?  
Explain in detail.

Complete site inspection and plan take off of all quantities  
and materials.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

As per plans and specifications

16. If a contract is awarded or a permit is issued, to your firm, who  
will have the personal supervision of the work? Attach resume.

James J. Pratt, III

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
------	---------	--------------------	------

SEE ATTACHED QUALIFICATION STATEMENT

**NO TEXT ON THIS PAGE**

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

**NO TEXT ON THIS PAGE**



NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

Joseph M. Williams, Jr., P.E. Being duly sworn, deposes and says:  
That he resides at [REDACTED] Street,  
in the City of [REDACTED] that he is the Sr. Vice President of  
Pratt Brothers, Inc.  
the corporation described in and which executed the foregoing  
instrument; that he knows the seal of said corporation; that the seal  
affixed to the said instrument is such corporate seal and was affixed  
by order of the Board of Directors of said corporation; that he signed  
his name thereto by like order; and that he has knowledge of the  
several matters therein stated and they are in all respects true.  
Subscribed and sworn to before me  
this 27th day of September, 2019.

Carol A. Miller  
Notary

CAROL A. MILLER  
Notary Public, State of New York  
No. 5002326  
Qualified in Suffolk County  
Commission Expires Sept. 28, 2022

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

\_\_\_\_\_ Being duly sworn, deposes and says:  
That he is a member of  
the firm described in and which executed the foregoing bid; that he  
duly subscribed the name of the firm hereunto on behalf of the firm;  
and that the several matters therein stated are in all respects true.  
Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

\_\_\_\_\_ Being duly sworn, deposes and says:  
That he is the person described in and who executed the foregoing bid  
and that the several matters therein stated are in all respects true.  
Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary

**NO TEXT ON THIS PAGE**

THE BOARD OF SUPERVISORS

COUNTY OF NASSAU, FLORIDA

OFFICE OF THE BOARD OF SUPERVISORS

ROOM 311, 1111 N. W. 11th Ave., Ft. Lauderdale, Fla. 33304

DATE: 11/11/87

TO: THE BOARD OF SUPERVISORS

FROM: THE BOARD OF SUPERVISORS

### NOTICE OF AWARD

THE BOARD OF SUPERVISORS

COUNTY OF NASSAU, FLORIDA

OFFICE OF THE BOARD OF SUPERVISORS

ROOM 311, 1111 N. W. 11th Ave., Ft. Lauderdale, Fla. 33304

DATE: 11/11/87

TO: THE BOARD OF SUPERVISORS

FROM: THE BOARD OF SUPERVISORS

COUNTY OF NASSAU, FLORIDA

OFFICE OF THE BOARD OF SUPERVISORS

ROOM 311, 1111 N. W. 11th Ave., Ft. Lauderdale, Fla. 33304

DATE: 11/11/87

TO: THE BOARD OF SUPERVISORS

FROM: THE BOARD OF SUPERVISORS

COUNTY OF NASSAU, FLORIDA

OFFICE OF THE BOARD OF SUPERVISORS

ROOM 311, 1111 N. W. 11th Ave., Ft. Lauderdale, Fla. 33304

DATE: 11/11/87

TO: THE BOARD OF SUPERVISORS

FROM: THE BOARD OF SUPERVISORS

COUNTY OF NASSAU, FLORIDA

OFFICE OF THE BOARD OF SUPERVISORS

ROOM 311, 1111 N. W. 11th Ave., Ft. Lauderdale, Fla. 33304

DATE: 11/11/87

TO: THE BOARD OF SUPERVISORS

FROM: THE BOARD OF SUPERVISORS

COUNTY OF NASSAU, FLORIDA

OFFICE OF THE BOARD OF SUPERVISORS

ROOM 311, 1111 N. W. 11th Ave., Ft. Lauderdale, Fla. 33304

DATE: 11/11/87

TO: THE BOARD OF SUPERVISORS

FROM: THE BOARD OF SUPERVISORS

COUNTY OF NASSAU, FLORIDA

**NO TEXT ON THIS PAGE**



SCHOOL (631) 286-8677

FAX (631) 286-8683

APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Counties

247-C

UNION - P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206

SCHOOL - 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

Re: Local 138 Apprenticeship School (the "Apprenticeship School")  
NYS Sponsor # 00422  
NYS ATP Code # 18318  
Pratt Brothers, Inc.

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to Pratt Brothers, Inc., to the Local 138 Agreement Covering Working Conditions, dated June 1, 2019 to May 31, 2023. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY  
BUSINESS MANAGER & TREASURER  
CHAIRMAN BOARD OF TRUSTEES  
LOCAL 138 APPRENTICESHIP TRAINING FUND

# LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND



NASSAU & SUFFOLK COUNTIES

1161 LOCUST AVENUE  
BOHEMIA, N.Y. 11716  
Telephone: (631) 218-1376  
Fax: (631) 218-1379

® 1298

**FUND ADMINISTRATOR**

ANNALISA C. DEFALCO ESQ.

**TRAINING DIRECTOR**

STEVEN M. AURIGEMA

**BOARD OF TRUSTEES**

GEORGE F. TRUICKO JR.  
GEORGE S. TRUICKO  
FRANK DAMIANO JR.  
JAMES WINSHIP  
FRANK ALBERTO  
GREGORY W. COUCH  
JASON GOLDEN  
MARC HERBST

Re: Road and Heavy Construction Laborers Local #1298  
Local 1298 Joint Apprenticeship Training Program  
NYS SPONSOR CODE # 01764  
NYS ATP CODE # 18514

TO WHOM IT MAY CONCERN;

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program for Skilled Construction Craft Laborers" ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Pratt Brothers Contracting Inc., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2012 to May 31, 2022.

Any additional questions should be directed to my attention.

Fraternally yours,

Steven M. Aurigema  
Training Director  
Joint Apprenticeship Training Fund



**PRATT BROTHERS, INC.**  
**45 SOUTH FOURTH STREET**  
**BAY SHORE, NY 11706**  
**(631) 667-6800**

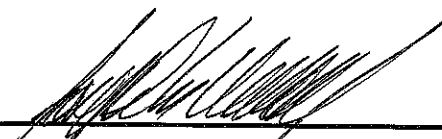
# **QUALIFICATION STATEMENT**

**PRATT BROTHERS, INC.**

**AS OF**

**DECEMBER 31, 2018**

**PRATT BROTHERS, INC.**

  
\_\_\_\_\_  
**JOSEPH M. WILLIAMS, JR., P.E., SR. VICE PRESIDENT**

## **QUALIFICATION STATEMENT**

1. How many years has your firm been in the business under your present business name?

17

2. How many years experience in the construction work of a similar type as this contract, has your firm had?

- a) as a Prime Contractor 17  
b) as a Subcontractor 17

3. List below the construction projects your firm has under way as of this date.

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
-----------------	---------------	-------------------	--

***Please See Enclosure 1***

4. List the projects your firm as a firm has performed in the past few years which you feel will qualify you for this work.

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
-----------------	---------------	-------------------	--

***Please See Enclosure 2***

5. Have you:

- a) ever failed to complete any work awarded to you?

No

- b) ever been defaulted on a contract?

No



c) ever declared a non-responsible bidder by any municipality or public agency?

No

d) ever been barred from bidding municipal or public contracts?

No

6. Has any officer or partner or principal of your firm ever been an officer or partner or principal of some other firm:

a) that failed to complete a construction contract?

No

b) that has ever been defaulted on a contract?

No

c) that has ever been declared a non-responsible bidder by any municipality or public agency?

No

d) that has ever been barred from bidding municipal or public contracts?

No

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in this name?

No

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

10. In what other lines of business are you financially interested?

Manufacturer of Asphalt Pavement Materials  
Manufacturer of Asphalt Aggregate Materials

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and Type of Work	In What Capacity
----------------------	----------------------------------	--	----------------------------------	------------------------

***Please See Enclosure 3***

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected.

Item	Description, Size Capacity, Year, Etc.	Years of Service	Present Location
------	---	---------------------	---------------------

***Please See Enclosure 4***

14. In what manner have you inspected this proposed work? Explain in detail.

Complete Site Inspection  
Complete plan take off of all quantities and materials

15. Explain your plan and lay-out for performing the proposed work.

To be submitted at the pre-construction meeting.

16. If a contract is awarded or a permit is issued to your firm, who will have the personal supervision of the work?

James J. Pratt, III

17. Insurance carried by your firm.

***Please See Enclosure 5***

18. Current financial statement.

***Please See Enclosure 7***

19. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled "**Qualifications and Responsibility of Bidders**" and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NOTE: The bids shall be sworn to by the person signing them, in the following form:

(Form of affidavit where Bidder is a corporation)

STATE OF **NEW YORK**     )  
  ) ss.:  
COUNTY OF **SUFFOLK**     )

Joseph M. Williams, Jr., P.E being duly sworn, deposes and says:  
that he resides at [REDACTED] the City of [REDACTED]  
that he is the Sr. Vice President of Pratt Brothers, Inc.  
the corporation described in and which executed the foregoing  
instrument; that he knows the seal of said corporation; that the seal affixed  
to the said instrument is such corporate seal and was affixed by order of  
the Board of Directors of said corporation; that he signed his name  
thereto by like order; and that he has knowledge of the several matters  
therein stated and they are in all respects true.

Subscribed and sworn to before me this 27<sup>th</sup> day of September, 2019

Carol A. Miller  
Notary

CAROL A. MILLER  
Notary Public, State of New York  
No. 5002326  
Qualified in Suffolk County  
Commission Expires Sept. 28, 2020

## ENCLOSURE 1

Current Ongoing Projects

# **CURRENT ONGOING PROJECTS** As of December 31, 2018

JOB NO.	AGENCY/OWNER	CONTRACT NAME/NUMBER	PRIME/ SUB	DESIGN ENGINEER/ ARCHITECT	TOTAL AMOUNT CONTRACT	% UNCOMPLETED SUB AMOUNT	% INCOMPLETE
17-029	Hofstra University J&A Concrete Jonathan Martins	Zarb School of Business	Sub	Cameron Engineering (516) 827-4900	\$ 1,020,658.00	7%	5%
17-043	AVR Realty Tom Perna (914) 965-3990	AVR Yaphank Const. LIE Service Road Westbound Ramps	Prime	Vollmuth & Brush George Brush (631) 363-2683	\$ 3,782,086.80	24%	3%
17-075	AVR Realty Tom Perna (914) 965-3990	AVR Yaphank Const. LIE Service Road Eastbound Ramps	Prime	Greenman Pedersen Inc. (631) 587-5060	\$ 2,013,283.40	33%	3%
17-109	Nassau County DPW Hemanth George Mathew (516) 571-3741	Resurfacing Requirements Contract H6158702Q	Prime	Nassau County DPW In-House	\$ 6,289,217.34	15%	38%
17-111	Suffolk County DPW Paul McMahon	Storm Water Remediation Improvement - Mud Creek 5-17.3.30(CP 8239.310)	Prime	Suffolk County DPW In-House	\$ 359,700.00	18%	4%
17-199	Nassau County DPW Hemanth George Mathew (516) 571-3741	Resurfacing Phase 55 Town of Hempstead H61587-55GR	Prime	Nassau County DPW In-House	\$ 4,348,565.00	25%	14%
17-231	State University of NY Aurora Contractors Barney Reilly	Stony Brook University Innovation & Discovery Center	Sub	Mitchell - Giurgola Architects, LLP	\$ 1,941,645.00	14%	11%
17-241	Village of Valley Stream Robert Fumagalli (516) 592-5105	2017 Road Improvements	Prime	Lucchesi Engineering PC Michael Mark (516) 942-3772	\$ 1,686,334.00	42%	4%
17-375	Nassau County DPW P. Scalamandre & Sons	Hempstead Force Main Village of Hempstead Contract S3P311-09S	Sub	Cameron Engineering (516) 827-4900	\$ 392,085.50	0%	65%
17-405	Suffolk County DPW Paul McMahon	Improvement to CR93 Ocean Ave @ Rosevale CP 5535/5014	Prime	Suffolk County DPW In-House	\$ 1,951,159.00	24%	100%
18-018	Marriot Residence Inn Augustewicz Contracting	Residence Inn Garden City, NY Site Work/Paving	Sub	VHB Engineering (631) 813-2545	\$ 258,805.00	0%	55%

# **CURRENT ONGOING PROJECTS** As of December 31, 2018

JOB NO.	AGENCY/OWNER	CONTRACT NAME/NUMBER	PRIME/SUB	DESIGN ENGINEER/ARCHITECT	TOTAL AMOUNT CONTRACT	% UNCOMPLETED SUB	UNCOMPLETED AMOUNT	% INCOMPLETE
18-070	Simply Self Storage Axis Construction Corp.	Simply Self Storage Hauptpauge Site Work	Sub	Barnett Bonacci & Van Weele, PC (631) 435-1111	\$ 592,486.00	20%	107,798.75	18%
18-112	National Grid Shulman Industries Chris Pirraglia	National Grid Bay Shore The Gateway to Brightwaters Sitework/Paving	Sub	National Grid In-House	\$ 751,777.70	10%	334,964.06	45%
18-138	Target Bush Construction John Maloney	Target Copiague Remodel Sitework/Paving	Sub	Gausman & Moore	\$ 229,388.93	30%	34,888.93	15%
18-144	Town of Oyster Bay	Requirements Contract HGR17-162	Prime	Town of Oyster Bay In-House	\$ 1,000,000.00	5%	392,418.29	39%
18-196	AVR Realty Co. Tom Perna (914) 965-3990	Yaphank Woods Blvd Extension Phase 3	Sub	Vollmuth & Brush George Brush (631) 363-2683	\$ 594,179.70	5%	187,449.14	32%
18-208	Suffolk County DPW Paul McMahon	Storm Water Remediation Improvement - Peconic La 5-17.3.30(CP 5072.315)	Prime	Suffolk County DPW In-House	\$ 118,075.00	0%	112,000.00	95%
18-218	Suffolk County DPW Paul McMahon	Storm Water Remediation Improvement - Medford 5-17.3.30(CP 5014.362)	Prime	Suffolk County DPW In-House	\$ 170,158.00	7%	12,567.25	7%
18-302	Village of Garden City Valente Contracting Corp. John Valente	Village of Garden City 2018 Road Improvements	Sub	Village of Garden City In-House	\$ 1,032,483.00	0%	258,235.92	25%
18-328	Riverhead Solar Farm LLC Rosendin Electric Inc. Rich Shaffer	Riverhead Solar Project	Sub	Blymer Engineers 510-521-3773	\$ 2,338,806.00	5%	831,883.25	36%
18-338	Comerstone Hauptpauge LLC	Comerstone at Hauptpauge On-site Paving	Sub	Nelson & Pope (631) 427-5665	\$ 886,000.00	20%	886,000.00	100%
18-354	AVR Yaphank Constr. Co. AVR Realty Co. Tom Perna	AVR Yaphank Common Area 2 Blvd West	Sub	Vollmuth & Brush George Brush (631) 363-2683	\$ 53,940.00	80%	53,940.00	100%

# **CURRENT ONGOING PROJECTS** As of December 31, 2018

JOB NO.	AGENCY/OWNER	CONTRACT NAME/NUMBER	PRIME/SUB	DESIGN ENGINEER/ARCHITECT	TOTAL AMOUNT CONTRACT	% SUB	UNCOMPLETED AMOUNT	% INCOMPLETE
18-358	Village of New Hyde Park	2018 Road Improvements	Prime	D&B Engineers Mehmet Adkag	\$ 479,557.00	28%	32,169.59	7%
18-366	Elecnor Hawkeye LLC Juan Sanchez (631) 447-3100	Riverhead Solar Substation 199	Sub	VHB Engineering (631) 813-2545	\$ 460,895.00	40%	424,775.00	92%
18-430	AVR Yaphank Constr. Co. AVR Realty Co. Tom Perna	Site Work ALR/ILR Assisted Living Parking Lot - Paving	Sub	Vollmuth & Brush George Brush (631) 363-2683	\$ 170,200.46	0%	55,443.50	33%
18-446	AVR Yaphank Constr. Co. AVR Realty Co. Tom Perna	The Meadows at Yaphank Hotel - Site Work	Sub	Bohler Engineering (631) 738-1200	\$ 426,928.65	0%	107,089.50	25%
<b>New Work 2019</b>							<b>9,404,166.62</b>	
18-304	G&C Fab-Con LLC Matt Creter	Calverton Nation Cemetery Gravesite Expansion & Site Improvements 805PC2048	Sub	Gordon 703-263-1900	\$ 5,889,065.00		5,889,065.00	100%



## ENCLOSURE 2

### Major Completed Projects

## MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	CONTRACT AMOUNT	DATE COMPLETED	% OF OUR WORK	CONTACT
<b>07-135</b> Southern State Parkway Suffolk County D260416	New York State DOT	New York State DOT James Eldor	\$10,433,621.00	9/15/2009	94%	New York State DOT James Eldor
<b>08-290</b> County Road 16 Reconstruction, Ronkonkoma No. 5511	Suffolk County DPW James Peterman (631) 852-4003	Lockwood, Kessler and Bartlett (516) 938-0600	\$22,641,805.00	7/31/2011	64%	Suffolk County DPW Justin Hipperling (631) 852-4006
<b>09-077</b> Milling Requirements - Queens HW2CR09C	City of New York DDC	City of New York DDC	\$ 4,979,762.40	4/30/2011	81%	City of New York Yuliya Ruvinova (718) 322-5053
<b>10-268</b> Culvert Replacement on Valley Stream Road	Village of Valley Stream Tony Cella (516) 592-5105	Village of Valley Stream	\$ 1,448,380.60	12/31/2011	63%	Village of Valley Stream Tony Cella (516) 592-5105
<b>10-208</b> Milling Requirements - Queens HW2CR11C	City of New York DDC	City of New York DDC	\$ 1,971,345.18	8/31/2011	70%	City of New York Patrick Larkin (718) 391-1958
<b>10-300</b> CR19 Patchogue Holbrook Rd Traffic Calming 3302/5014	Suffolk County DPW	Suffolk County DPW In-House	\$ 1,201,304.47	11/15/2011	66%	Suffolk County DPW Justin Hipperling (631) 852-4006
<b>11-289</b> Sunset Plaza Shopping Center	Deer Park Associates LLC Len Abrams (631) 667-9575	Sidney B Bowne & Son	\$ 548,035.15	12/31/2011	100%	Deer Park Associates LLC Len Abrams (631) 667-9575
<b>09-155</b> Calverton National Cemetery Expansion 805CM2036	Calverton National Cemetery GC&P Fabcon	Carter Van Dyke (212) 345-5053	\$11,770,011.69	12/31/2011	66%	GC&P Fabcon LLC John Schleer (908) 782-0526
<b>11-011</b> Sysco Warehouse Central Islip	Sysco Food Services Aurora Contractors Barney Riley (631) 981-3785	Vollmuth & Brush (631) 363-2683	\$ 5,445,493.96	6/30/2012	85%	Aurora Contractors Barney Reilly (631) 981-3785
<b>11-059</b> CR31 & 104 Intersection Reconstr. Hampton Bays CP5572	Suffolk County DPW William Hillman P.E. (631) 852-4006	Suffolk County DPW In-House	\$ 1,072,863.65	2/17/2012	71%	Suffolk County DPW Justin Hipperling (631) 852-4006
<b>11-093</b> Village of Port Jefferson 2011 Road Improvements	Village of Port Jefferson Robert Juliano	Dvirka & Bartilucci Ken Pritchard	\$ 2,761,192.92	7/15/2012	77%	Dvirka & Bartilucci Ed Kozik (516) 364-9890
<b>11-413</b> Solar Array Project @ Cohalan Court Complex Central Islip	Enxco Development Co. Eldor Contracting Corp. Keith Feldman	Enxco Development Co.	\$ 569,373.28	12/31/2012	100%	Eldor Contracting Corp. Keith Feldman (631) 218-0100
<b>11-285</b> Milling Requirements - Queens HW2CR12C	City of New York DDC Patrick Larkin (718) 391-1958	City of New York DDC	\$ 3,328,891.23	9/30/2012	88%	City of New York DDC Patrick Larkin (718) 391-1958

## MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	CONTRACT AMOUNT	DATE COMPLETED	% OF OUR WORK	CONTACT
11-335 Solar Array Project @ Riverhead County Complex	Enxco Development Co. Eldor Contracting Corp. Keith Feldman	Enxco Development Co.	\$ 627,901.15	12/31/2012	93%	Eldor Contracting Corp. Keith Feldman (631) 218-0100
12-104 New Entrance Roadway For School of Medicine	Hofstra University Richard S Leddy	Cameron Eng & Assoc. Jack Ozyman (516) 827-4900	\$ 504,205.00	9/30/2012	60%	Hofstra University Richard S. Leddy (516) 463-5258
12-174 Home Depot Parking Lot Commack	Home Depot	Home Depot	\$ 796,600.90	12/31/2012	100%	Opal Construction Chris Cavoto (631) 242-7440
09-239 Nassau County DPW Highway & Drainage Req. H66302S	Nassau County DPW	Nassau County DPW	\$ 1,252,924.00	12/31/2011	85%	Nassau County DPW (516) 571-6655
11-359 Suffolk County DPW Storm Water Pollution Remediation Phase 3 CP8239	Suffolk County DPW	Suffolk County DPW In-House	\$ 1,294,862.00	12/16/2013	90%	Suffolk County DPW Justin Hipperling (631) 852-4006
11-393 Suffolk County DPW Wicks Road Improvement CP5539	Suffolk County DPW	Nelson & Pope	\$ 5,693,653.00	12/31/2013	66%	Suffolk County DPW Justin Hipperling (631) 852-4006
12014 Suffolk County DPW CR39 North Road Improvements CP5528	Suffolk County DPW	Suffolk County DPW In-House	\$ 3,779,594.00	12/31/2013	77%	Suffolk County DPW Justin Hipperling (631) 852-4006
12-018 Canon Headquarters Phase II - Sitework	Canon USA	Turner Construction	\$ 5,563,069.00	11/30/2013	56%	Turner Construction Chris Deschler (212) 229-6000
12-158 Mail at Bay Plaza Site Work - Bronx, NY	Prestige Properties & Dev. Services Inc.	Stantec Consulting Services Inc. (212) 366-5600	\$ 1,799,983.00	11/30/2013	98%	Aurora Contractors Jonathan McGowan (631) 981-3785
12-166 Home Depot Parking Lot Long Island City-Milling/Paving	Home Depot	Home Depot	\$ 493,600.00	12/31/2013	100%	Opal Construction Chris Cavoto (631) 242-7440
13-033 Sheridan Blvd. Drainage Mineola H6005001G	Nassau County DPW	Nassau County DPW	\$ 718,259.00	12/31/2013	98%	Nassau County DPW Shila Shah Gavoudias (516) 571-9600
12-426 Reconstruction of Sound Avenue, CR48 Greenport - 5526	Suffolk County DPW Justin Hipperling P.E. (631) 852-4006	Suffolk County DPW In-House	\$ 3,791,800.00	12/31/2014	86%	Suffolk County DPW Justin Hipperling (631) 852-4006

## MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	CONTRACT AMOUNT	DATE COMPLETED	% OF OUR WORK	CONTACT
<b>13-055</b> Lowses of Comrack Site Work	Aurora Contractors Barney Riley (631) 981-3785	Rosenbaum Design Group	\$ 3,092,479.00	12/31/2014	80%	Aurora Contractors Barney Riley (631) 981-3785
<b>13-049</b> Clearspan Building Project	Brookhaven Rail Terminal	Brookhaven Rail Terminal	\$ 1,684,905.00	12/31/2014	65%	Brookhaven Rail Term. Andy Kaufman (631) 924-8800
<b>13-089</b> Foremain and Pump Station - Huntington Sta.	Avalon Bay Communities	Nelson & Pope	\$ 1,023,793.00	12/31/2014	30%	Avalon Bay Communities Matthew Gendron (617) 645-3937
<b>13-183</b> Asphalt Paving Huntington Station	Avalon Bay Communities	Nelson & Pope	\$ 1,288,545.00	6/30/2014	95%	Avalon Bay Communities Matthew Gendron (617) 645-3937
<b>13-219</b> Stony Brook Medical Center East Parking Field Paving	State of New York Dormitory Authority	H2M Architects & Engineers	\$ 670,176.00	12/31/2014	100%	Watral Bros. Inc. Jake Watral (631) 586-8300
<b>13-261</b> Museum of American Armor Site Work - Old Bethpage	Museum of American Armor BDG Construction	BDG Construction Corp	\$ 1,285,390.00	8/29/2014	78%	BDG Construction Anthony Galu (516) 624-1979
<b>13-283</b> 2013 Road Improvements Nassau Avenue	Village of Freeport	Village of Freeport In-House	\$ 1,407,428.00	12/31/2014	73%	Village of Freeport Robert Fisenne P.E. (516) 377-2233
<b>14-306</b> Green Acres Mall Valley Stream - Parking Field Pavement & Rehab	Green Acres Mall Opal Construction	Savik & Murray LLP	\$ 889,154.46	12/31/2014	95%	Opal Construction Chris Cavoto (631) 242-7440
<b>13-035</b> Reconstruction of Rte 347 & 112 D262168	New York State DOT Scalamandre	New York State DOT	\$ 5,634,311.00	12/31/2015	98%	P. Scalamandre & Sons Tom Hayes (516) 868-3000
<b>13-297</b> Village of Mineola 2013 Road Improvements	Village of Mineola	Dvirka & Bartilucci Christopher Clement (516) 364-9890	\$ 1,654,509.00	12/31/2015	85%	Village of Mineola Thomas Rini (516) 746-0753
<b>14-034</b> Bridge Rehabilitation Various Locations	Suffolk County DPW	Suffolk County DPW	\$ 1,848,219.00	12/31/2015	75%	Suffolk County DPW Justin Hipperling (631) 852-4006
<b>14-084</b> Lake Success Redevelopment 1 Dakota Drive	We're Associates, Inc.	We're Associates Inc. Gary R Woska	\$ 2,321,333.00	7/27/2015	55%	We're Associates, Inc. Philip Arnold (516) 931-5322
<b>14-220</b> 2014 Road Improvements	Village of Garden City	Village of Garden City In-House	\$ 4,746,069.00	12/31/2015	70%	Village of Garden City Domenick Stanco (516) 465-4017

# **MAJOR PROJECTS COMPLETED**

PROJECT	OWNER	ARCH/ENG.	CONTRACT AMOUNT	DATE COMPLETED	% OF OUR WORK	CONTACT
<b>14-294</b> Ritz Carlton Residences Off Site Sanitary Sewer Connections SLRC1080018	LRC Construction LLC	H2M Architects Engs	\$ 525,000.00	7/27/2015	61%	LRC Construction LLC Steve Feinstein (914) 773-7700
<b>15-241</b> 3&5 Dakota Parking Lots	We're Associates Inc.	We're Associates Inc. Gary R Woska	\$ 609,457.00	12/31/2015	85%	We're Associates Philip Arnold (516) 931-5322
<b>14-132</b> The Meadows at Yaphank Yaphank Woods Blvd. Road Improvements	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	\$ 1,835,000.00	4/30/2016	100%	AVR Realty Tom Perna (914) 965-3990
<b>14-142</b> Stony Brook University Toll Drive Residence Phase I	Aurora Contractors Inc. State University of New York at Stony Brook	KSQ Architects, P.C. (914) 682-3700	\$ 1,980,789.00	12/31/2016	87%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
<b>14-378</b> Stony Brook University Toll Drive Residence Phase II	Aurora Contractors Inc. State University of New York at Stony Brook	KSQ Architects, P.C. (914) 682-3700	\$ 2,146,774.00	12/31/2016	70%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
<b>15-017</b> Dormitories #A04B007 Sitework	NYRA Belmont EW Howell Travis Salvo	Dolph Rofffeld Eng. (914) 631-8600	\$ 538,413.00	9/28/2016	87%	EW Howell Travis Salvo (516) 921-7100
<b>15-107</b> William Floyd Parkway Yaphank Woods Blvd.	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	\$ 4,061,494.00	12/31/2016	76%	AVR Realty Tom Perna (914) 965-3990
<b>15-149</b> Leavenworth Solar Farm Shoreham	Borrego Solar Systems Inc Eldor Contracting Corp. Keith Feldman	VHB Engineering (631) 234-3444	\$ 1,082,426.00	9/28/2016	88%	Eldor Contracting Corp. Keith Feldman (631) 218-0100
<b>15-315</b> 2015 Road Improvements	Village of Floral Park Valente Contracting Corp.	Dvirka & Bartilucci Christopher Clement (516) 364-9890	\$ 1,297,048.00	12/31/2016	95%	Valente Contracting Corp John Valente (516) 746-7933
<b>15-305</b> The Meadows at Yaphank Yaphank Woods Blvd. Phase 1A Sitework	Rose Breslin Assoc. LLC c/o AVR Realty	Vollmuth & Brush Jeffrey Vollmuth, P.E. (631) 363-2683	\$ 978,895.00	12/31/2016	100%	AVR Realty Tom Perna (914) 965-3990
<b>15-181</b> Lake Success Redevelopment 3 Dakota - P.Lot & Ramp	We're Associates Inc. Philip Arnold (516) 931-5322	We're Associates Inc. Gary R Woska	\$ 1,423,116.00	4/30/2016	65%	We're Associates Inc. Philip Arnold (516) 931-5322
<b>15-255</b> 2015 Road Improvements	Village of Mineola Valente Contracting Corp.	Dvirka & Bartilucci Christopher Clement (516) 364-9890	\$ 742,821.00	9/28/2016	100%	Valente Contracting Corp John Valente (516) 746-7933
<b>16-130</b> LIE Welcome Center Dix Hills	NYSDOT P. Scalamandre & Sons	Stantec Consulting Services Inc. (212) 366-5600	\$ 1,578,526.00	11/30/2016	100%	P. Scalamandre & Sons Tom Hayes (516) 868-3000

## MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	CONTRACT AMOUNT	DATE COMPLETED	% OF OUR WORK	CONTACT
16-152 2016 Road Improvements	Village of New Hyde Park	Dvirka & Bartilucci Christopher Clement (516) 364-9890	\$ 2,127,958.00	12/31/2016	77%	Village of New Hyde Park Tom Gannon (516) 354-0064
16-218 2016 Road Improvements	Village of Garden City	Village of Garden City In-House	\$ 1,447,250.00	12/31/2016	65%	Village of Garden City Domenick Stanco (516) 465-4017
16-308 2016 Road Improvements	Village of Mineola Valente Contracting Corp.	Dvirka & Bartilucci Christopher Clement (516) 364-9890	\$ 725,790.00	12/31/2016	100%	Valente Contracting Corp John Valente (516) 746-7933
15-221 Green Acres Commons Valley Stream	Green Acres Adjacent LLC Aurora Contractors Inc. Barney Reilly	SPG3 Architects Bruce Keller	\$ 6,523,195.00	7/31/2017	90%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
15-243 Green Acres Commons Valley Stream - Paving	Green Acres Adjacent LLC Aurora Contractors Inc. Barney Reilly	SPG3 Architects Bruce Keller	\$ 1,560,664.00	7/31/2017	93%	Aurora Contractors Frank Vero, Jr. (631) 981-3785
16-034 1933 & 1963 Union Blvd. Sitework	South Side Hospital Schulmann Industries Inc. Harry Haralambous	Sidney B. Bowne & Son (516) 746-2350	\$ 1,735,825.00	9/30/2017	55%	Schulmann Industries Inc Harry Haralambous (631) 499-7974
16-160 Roslyn Schools Paving	Roslyn UF School District Watral Brothers Inc.	VHB Engineering (631) 234-3444	\$ 589,403.00	9/30/2017	98%	Watral Brothers Inc. Jake Watral (631) 586-8300
16-358 Culverts 1 & 2 Holtsville Terminal	Northville Industries Corp.	U.N.I. Engineering Inc. Edward J. Sapp	\$ 786,034.00	12/26/2017	41%	Northville Industries Corp. (631) 475-5060
17-273 Parking Lot Construction Union Blvd., Bay Shore	Northwell Health Inc. Schulman Industries Harry Haralambous	Sidney B. Bowne & Son (516) 746-2350	\$ 548,425.00	12/31/2017	70%	Northwell Health Inc. Schulman Industries Harry Haralambous (631) 499-7974
15-261 Avalon at Great Neck Site Work	Avalon Bay Communities Scott Fradenburg 516-501-6020	VHB Engineering (631) 234-3444	\$ 1,501,001.19	1/31/2018	93%	Avalon Bay Communities Scott Fradenburg 516-501-6020
16-048 Avalon Rockville Centre II Sitework	Avalon Bay Communities Scott Fradenburg 516-501-6020	Nelson & Pope (631) 427-5665	\$ 1,373,303.43	1/31/2018	95%	Avalon Bay Communities Scott Fradenburg 516-501-6020
16-286 Common Area 2 Sitework The Meadows at Yaphank	Rose Breslin Assoc. LLC c/o AVR Realty	Vollimuth & Brush Jeffrey Vollimuth, P.E. (631) 363-2683	\$ 679,748.50	12/31/2018	100%	AVR Realty Tom Perna (914) 965-3990
17-103 Shoreham Solar Commons - Sitework	Shoreham Solar Commons LLC Keith Feldmann - Eldor (631) 218-0100	TRC Engineers Inc. (516) 671-3407	\$ 2,854,197.00	11/30/2018	90%	Eldor Contracting Corp. Keith Feldmann (631) 218-0100
17-189 Village of Garden City 2017 Road Improvements	Village of Garden City Valente Contracting Corp. John Valente	Village of Garden City In-House	\$ 1,049,622.00	12/31/2018	96%	Valente Contracting Corp John Valente (516) 746-7933

## MAJOR PROJECTS COMPLETED

PROJECT	OWNER	ARCH./ENG.	CONTRACT AMOUNT	DATE COMPLETED	% OF OUR WORK	CONTACT
17-237 Northwell Lynbrook Site Work	Talisen Construction Corp. Joseph Rigazio (212) 244-4581	Sidney B. Bowne & Son (516) 746-2350	\$ 908,330.81	6/30/2018	59%	Talisen Construction Corp Joseph Rigazio (212) 244-4581
17-347 Sky Drive Farmingdale Sitework	BDG Farmingdale LLC Mike Christiano (516) 624-1948	Bohler Engineering Joseph Deal (631) 738-1200	4,327,684.00	12/31/2018	70%	BDG Farmingdale LLC Mike Christiano (516) 624-1948

## ENCLOSURE 3

Construction Experience of the Principals



**CONSTRUCTION EXPERIENCE OF PRINCIPALS & SUPERVISORY PERSONNEL**

As of December 31, 2018

<b>Principal's Name</b>	<b>Title</b>	<b>Years of Construction Experience</b>	<b>With Whom &amp; In What Capacity</b>
James J. Pratt, III* [REDACTED]	President/Treasurer  Vice President/Treasurer General Superintendent Safety Officer	38	Pratt Brothers, Inc. President/Treasurer  Guy Pratt, Inc. Vice President/Treasurer General Superintendent Safety Officer  Lehigh University BS - Civil Engineering
Thomas D. Pratt* [REDACTED]	Vice President/Secretary  Operations Manager	32	Pratt Brothers, Inc. Vice President/Secretary  Scatt Materials Corp. Operations Manager  New Hampshire College BS - C.I.S.
<b>Supervisory Personnel</b> Joseph M. Williams, Jr. P.E.* [REDACTED]	Sr. Vice President Chief Estimator Chief Engineer  Vice President Chief Estimator Chief Engineer	34	Pratt Brothers, Inc. Sr. Vice President Chief Estimator/Engineer  Guy Pratt Inc. Vice President Chief Estimator/Engineer  Manhattan College BE - Chemical Engineering
Edward P. McCoy, Jr.* [REDACTED]	Vice President	17	Pratt Brothers, Inc. Vice President Project Manager  Guy Pratt, Inc. Project Manager  Boston University BS - Bio-Medical Engineering

\*Corporate Officer

**CONSTRUCTION EXPERIENCE OF PRINCIPALS & SUPERVISORY PERSONNEL**

As of December 31, 2018

<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Years of Construction Experience</u></b>	<b><u>With Whom &amp; In What Capacity</u></b>
Gregory Couch	Project Manager	34	Pratt Brothers, Inc. Project Manager
			Bi-County Construction Corp. President
			Villanova University BS- Civil Engineering
			Polytechnic University MSM - Construction Mgmt
James J. Pratt IV	Project Manager	6	Pratt Brothers, Inc. Project Manager
			REI Drilling Project Manager Staff Geologist
			Washington and Lee University BS - Geology
Joseph Hrbek	Superintendent	38	Pratt Brothers, Inc. Superintendent
			Guy Pratt, Inc. Superintendent
			H.T. Schneider Superintendent
			Lizza Industries Project Engineer

**CONSTRUCTION EXPERIENCE OF PRINCIPALS & SUPERVISORY PERSONNEL**

As of December 31 2018

<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Years of Construction Experience</u></b>	<b><u>With Whom &amp; In What Capacity</u></b>
Robert Voelkel	Superintendent	41	Pratt Brothers Inc. Superintendent
			Bi-County Construction Vice President Job Superintendent
			Debruin Engineering Engineer In Charge
William Zimmerman	Superintendent	42	Pratt Brothers Inc. Superintendent
	Superintendent		Kings Park Industries Superintendent Operating Engineer
Matt Kingston	Asphalt Superintendent	12	Pratt Brothers, Inc. Asphalt Superintendent Operating Engineer
			Guy Pratt, Inc. Operating Engineer
Thomas Crawford	Shop Steward General Foreman	33	Pratt Brothers, Inc. General Foreman
			Guy Pratt, Inc. Laborer

**CONSTRUCTION EXPERIENCE OF PRINCIPALS & SUPERVISORY PERSONNEL**

As of December 31, 2018

<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Years of Construction Experience</u></b>	<b><u>With Whom &amp; In What Capacity</u></b>
Arnold Hoffmann III	Asphalt Foreman	20	Pratt Brothers, Inc. Asphalt Foreman Asphalt Raker
			Guy Pratt Inc. Laborer
Eleanor DeBlasi	Estimator/Engineer	35	Pratt Brothers, Inc. Estimator
			Bi-County Construction Estimator
			Lizza Industries Estimator
			Polytechnic University B.S. Civil Engineering

ENCLOSURE 4

Equipment List

# **EQUIPMENT LIST**

(As of December 31, 2018)

## **LOADERS**

- CAT IT-28
- Komatsu WA 320 Tool Carrier
- Komatsu WA-380
- Komatsu WA-430 Tool Carrier
- CAT 950F
- CAT 950F Tool Carrier
- Komatsu 470
- CAT 970 F
- Komatsu WA-480-6
- Komatsu WA380-8

## **BACKHOES**

### **RUBBER TIRED BACKHOE/LOADERS**

- CAT Backhoe Loader 430F2
- CAT 430E Backhoe Loader
- CAT 430E Backhoe Loader
- CAT 430D Backhoe Loader
- CAT 430D Backhoe Loader
- Case 590SM Backhoe Loader
- 490 Dynahoe w/Drill Rig

### **HYDRAULIC EXCAVATORS – TRACK**

- CAT 303 Mini Excavator
- Komatsu PC270
- CAT 325CL
- Komatsu PC290LC-10
- CAT PC400LC-7
- Komatsu PC170-11

### **HYDRAULIC EXCAVATORS – RUBBER TIRED**

- Liebherr Excavator 904C
- Liebherr Excavator 904C
- CAT 320F

## **BULLDOZERS**

- Komatsu D37PX-22 Dozer
- CAT D5M-LGP
- CAT D6N LGP
- CAT D6T LGP
- Dresser TD 25G Tilt Blade

# **EQUIPMENT LIST**

(As of December 31, 2018)

## **CRANES**

- 18 Ton Hydraulic Crane

## **TRUCKS**

- Flat Truck
- Ford F550 Dump Truck
- Mack 20CY Dump Truck
- Peterbilt 20CY Dump Truck
- Kenworth Tractor
- Peterbilt Tractor (3)
- MAC Dump Trailer (3)
- 50 Ton Low Bed Trailer
- Red River Asphalt Trailer (3)
- Flow-Boy Asphalt Trailer (3)
- Attenuator Trailer
- 25 Ton Tag-A-Long Trailer (2)

## **SCRAPERS**

- 260E Elevating Scraper (Water Wagon)

## **ROLLERS**

- CAT Vibratory Soil compactor-CS563
- Dynapac Vibratory Soil Compactor-CA252B
- Hyster 350D Roller
- Hyster 350D Roller
- Dynapac CC-102 Double Drum Vibratory Roller
- I/R Vibratory Roller DD24
- I/R Roller DD110HF Double Drum Vibratory Asphalt Roller
- HAMM HD14 Roller
- HAMM HD20 Vibratory Roller

## **GRADERS**

- Komatsu GD655 Galion Grader

## **TRAILER**

- Tag Trailer – Skid Steer (5)
- Marathon Tack Coat Trailer

# **EQUIPMENT LIST**

(As of December 31, 2018)

## **ASPHALT PAVING MACHINES**

- Power Ray 4-Ton Hot Asphalt Storage Rig
- CAT AP1055F Asphalt Spreader

## **MILLING MACHINE**

- Wirtgen W200 Milling Machine

## **MISCELLANEOUS**

- IR-85/185 Leroi/Joy 185/Kaeser 210 Compressors (3)
- Kaeser 400 Compressor/EZ Drill
- Read RD90 Screen-All
- Dewatering System
- CAT 247 Skid Steer Loader - Track
- CAT 272D Skid Steer Loader - Rubber
- CAT 289D Skid Steer Loader - Track
- Cold Planer PC206 (skid steers) – 3 ea.
- Amsig Led Flip Disk Variable Message Board w/Modems (5)
- Asphalt Zipper Road Reclaiming Attachment
- 10,000 L.F. Concrete Road Barrier
- 200 Steel Road Plates
- Powerscreen Trommel



## ENCLOSURE 5

Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2019

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  
National Insurance Brokerage of New York, Inc.  
175 Oval Drive

CONTACT NAME: Kathleen Hofmann  
PHONE (A/C No. Ext): (631) 273-4242 FAX (A/C No.): (631) 273-8990  
E-MAIL ADDRESS: khofmann@nibony.com

Islandia NY 11749

INSURED  
Pratt Brothers, Inc.  
608 Union Avenue

Holtsville NY 11742

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: American Southern Home Insurance Compar

INSURER B: American Family Home Insurance Company

INSURER C: Berkley Insurance Company

INSURER D: Travelers Indemnity CO

INSURER E: Evanston Insurance Company

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: Master 19-20 W/ Pollution

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			88A5GL0000310	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> 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			88A5CA0000469	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 50,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MKC1110029	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	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	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Umbrella			ZUP81N12504-19NF	4/1/2019	4/1/2020	\$4,000,000 Limit
E	Pollution Liability			MKLVIENV100542	9/05/2018	9/5/2019	\$2,000,000/\$1,000,000 \$5,000 DED

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

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Insurance

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

Frank Cormio/STEPHK

## ENCLOSURE 6

Apprenticeship Training Programs

# LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

## NASSAU & SUFFOLK COUNTIES



1161 LOCUST AVENUE  
BOHEMIA, N.Y. 11716  
Telephone: (631) 218-1376  
Fax: (631) 218-1379

© 1994

**FUND ADMINISTRATOR**  
ANNA LISA C. DEFALCO ESQ.

**TRAINING DIRECTOR**  
STEVEN M. AURIGEMA

**BOARD OF TRUSTEES**  
GEORGE F. TRUTCKO JR.  
GEORGE S. TRUTCKO  
FRANK DAMIANO JR.  
JAMES WINSHIP  
FRANK ALBERTO  
GREGORY W. COUCH  
JASON GOLDEN  
MARC HERBST

Re: Road and Heavy Construction Laborers Local #1298  
Local 1298 Joint Apprenticeship Training Program  
NYS SPONSOR CODE # 01764  
NYS ATP CODE # 18514

TO WHOM IT MAY CONCERN;

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program for Skilled Construction Craft Laborers" ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Pratt Brothers Contracting Inc., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2012 to May 31, 2022.

Any additional questions should be directed to my attention.

Fraternaly yours,

Steven M. Aurigema  
Training Director  
Joint Apprenticeship Training Fund



APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Counties

SCHOOL (631) 286-8677  
FAX (631) 286-8683

247-C

UNION - P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206

SCHOOL - 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

Re: Local 138 Apprenticeship School (the "Apprenticeship School")  
NYS Sponsor # 00422  
NYS ATP Code # 18318  
Pratt Brothers, Inc.

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to Pratt Brothers, Inc., to the Local 138 Agreement Covering Working Conditions, dated June 1, 2019 to May 31, 2023. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY  
BUSINESS MANAGER & TREASURER  
CHAIRMAN BOARD OF TRUSTEES  
LOCAL 138 APPRENTICESHIP TRAINING FUND

ENCLOSURE 7

Financial Statement

**PRATT BROTHERS, INC.**  
**BALANCE SHEETS**  
December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash		\$
Contract receivables		
Due from related parties		
Costs and estimated earnings in excess of billings on uncompleted contracts		
Prepaid expenses and other		
Total Current Assets		
<b>Fixed Assets, Net</b>		
<b>Other Assets</b>		
Equity in joint venture		
 <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current Liabilities</b>		
Line-of-credit		\$
Accounts payable		
Notes payable		
Capital lease obligation		
Billings in excess of costs and estimated earnings on uncompleted contracts		
Accrued expenses and other		
Total Current Liabilities		
<b>Long-Term Liabilities</b>		
Notes payable		
Capital lease obligation		
 <b>Commitments and Contingencies</b>		
<b>Stockholders' Equity</b>		
Common stock - no par value; 200 shares authorized, 100 shares issued and outstanding		
Retained earnings		

CPIN	Item Number	Estimate of Quantities	Page 1			Date	Cont H61587-PR4	Brought Forward		
			Items with unit bid price written in words						Unit Bid Price	Amount Bid
1M		1.00	Lump Sum	, Mobilization						
			FOR	THREE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED FIFTY FOUR DOLLARS SIXTY ONE CENTS				315,554.610	315,554.61	
2		150.00	Cu Yd	, Unclassified Excavation						
			FOR	ONE HUNDRED DOLLARS NO CENTS				100.000	15,000.00	
4A		125.00	Sq Yd	, Cement Concrete Breaking Pavement						
			FOR	ZERO DOLLARS ONE CENT				0.010	1.25	
4B		20.00	Cu Yd	, Cement Concrete Breaking Structures						
			FOR	ZERO DOLLARS ONE CENT				0.010	0.20	
5C		100.00	Cu Yd	, Selected Fill						
			FOR	ZERO DOLLARS ONE CENT				0.010	1.00	





Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
17A	10.00	Cu Yd , Class A Concrete for Structures FOR <u>ZERO DOLLARS ONE CENT</u> _____ _____ _____	0.010	0.10
24	20.00	Cu Yd , Concrete Pavement FOR <u>ONE DOLLAR NO CENTS</u> _____ _____ _____	1.000	20.00
24V	12.00	Cu Yd , Concrete Valley Gutter FOR <u>ONE DOLLAR NO CENTS</u> _____ _____ _____	1.000	12.00
26	3,500.00	Lin Ft , Concrete Curb FOR <u>FORTY SIX DOLLARS NO CENTS</u> _____ _____ _____	46.000	161,000.00
26CG	50.00	Lin Ft , Combination Curb & Gutter FOR <u>FIFTY DOLLARS NO CENTS</u> _____ _____ _____	50.000	2,500.00
			Carry Forward	

Item Number	Estimate of Quantities	Items with unit bid price written in words			Brought Forward	
					Unit Bid Price	Amount Bid
27	8,000.00	Sq Ft	, Concrete Sidewalk			
		FOR	FIVE DOLLARS NO CENTS		5.000	40,000.00
				PER Sq Ft		
27DW	1,000.00	Sq Ft	, Detectable Warning Surface			
		FOR	ZERO DOLLARS ONE CENT		0.010	10.00
				PER Sq Ft		
28	350.00	Sq Ft	, Concrete Driveway & Aprons			
		FOR	TEN DOLLARS NO CENTS		10.000	3,500.00
				PER Sq Ft		
29	200.00	Sq ft	, Driveway Restoration			
		FOR	ZERO DOLLARS ONE CENT		0.010	2.00
				PER Sq ft		
30	50.00	Sq Yd	, Metal Reinforcement for Conc. Pvmnt			
		FOR	ONE DOLLAR NO CENTS		1.000	50.00
				PER Sq Yd		
					Carry Forward	

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
31	500.00	Lin Ft , Transverse Joint Supports FOR ZERO DOLLARS ONE CENT	0.010	5.00
32A	200.00	Each , Longitudinal Joint Ties Pavement FOR ZERO DOLLARS ONE CENT	0.010	2.00
32X	200.00	Each , Joint Ties Grout Type FOR ZERO DOLLARS ONE CENT	0.010	2.00
32X-1	200.00	Each , Load Transfer Device for Conc Pymnt Repairs FOR ZERO DOLLARS ONE CENT	0.010	2.00
33	1,000.00	Lb , Bar Reinforcement for Structures FOR ZERO DOLLARS ONE CENT	0.010	10.00
Carry Forward				

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
34	23,500.00	Lb Misc Metals FOR ONE DOLLAR NO CENTS	1.000	23,500.00
36CX	220.00	Ton Asphalt Truing & Leveling Type 1A For Cracks in Asphalt Pvmnt FOR ZERO DOLLARS ONE CENT	0.010	2.20
36DRAR	35,000.00	Tons Rut Avoidance Asphalt Type 1A (Top RA Resurfacing) FOR ONE HUNDRED THIRTY DOLLARS FIFTY CENTS	130.500	4,567,500.00
58A	100.00	Lin Ft Sawcutting Existing Non Roadway Asphalt FOR ZERO DOLLARS ONE CENT	0.010	1.00
58RPC	500.00	Lin Ft Sawcutting Existing Roadway Pavement & Concrete FOR ZERO DOLLARS ONE CENT	0.010	5.00
			Carry Forward	

CPIN	Page 7	Date	Cont H61587-PR4	Brought Forward
Item Number	Estimate of Quantities	Items with unit bid price written in words	Unit Bid Price	Amount Bid
102	1.00	Lump Sum, Work Zone Traffic Control FOR TWENTY FIVE THOUSAND DOLLARS NO CENTS	25,000.000	25,000.00
102D	400.00	Day, Flashing Arrow Board FOR THIRTY DOLLARS NO CENTS	30.000	12,000.00
102PVMS	500.00	Day, Portable Variable Message Sign FOR FIFTY DOLLARS NO CENTS	50.000	25,000.00
111	5,000.00	Sq Yd, Removal & Replacement of Pavement FOR ONE DOLLAR NO CENTS	1.000	5,000.00
112	50.00	Each, Adjusting Manholes FOR TWO HUNDRED DOLLARS NO CENTS	200.000	10,000.00
		PER Each	Carry Forward	

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
114	300.00	Each , Adjustment of Water Valve Box Elevation FOR SEVENTY FIVE DOLLARS NO CENTS	75.000	22,500.00
115	2,500.00	LIn Ft , Butt Joints FOR TWENTY DOLLARS NO CENTS	20.000	50,000.00
116A	400,000.00	Sq Yd , Profiling & Removal of Asphalt Pavement FOR FIVE DOLLARS TWENTY CENTS	5.200	2,080,000.00
116C	100.00	Sq Yd , Profiling & Removal of Concrete Pavement FOR ZERO DOLLARS ONE CENT	0.010	1.00
129	10.00	Cu Yds , Cement Concrete Pavement Repairs FOR ONE THOUSAND FIVE HUNDRED DOLLARS NO CENTS	1,500.000	15,000.00
			PER	Each
			PER	LIn Ft
			PER	Sq Yd
			PER	Cu Yds
			Carry Forward	





Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
137	1,000.00	Lin Ft FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010	10.00
138	1,000.00	Sq Yd FOR TEN DOLLARS NO CENTS _____ _____ _____	10.000	10,000.00
141B	200.00	Each FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010	2.00
141C	200.00	Each FOR ZERO DOLLARS ONE CENT _____ _____ _____	0.010	2.00
199	1.00	Lump Sum FOR TWO HUNDRED THOUSAND DOLLARS NO CENTS _____ _____ _____	200,000.000	200,000.00
		PER Lin Ft		
		PER Sq Yd		
		PER Each		
		PER Each		
		PER Lump Sum		
		Carry Forward		



Item Number	Estimate of Quantities	items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
372D	5.00	Each , Tree removal D (24" - < 36' Caliper) FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.05
		PER Each		
372E	2.00	Each , Tree Removal E (36" - < 48" Caliper) FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.02
		PER Each		
373A	5.00	Each , Stump Removal 4" - < 6" Caliper FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.05
		PER Each		
373B	5.00	Each , Stump Removal B 6" - < 12" caliper FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.05
		PER Each		
373C	5.00	Each , Stump Removal C 12" - < 24" Caliper FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.05
		PER Each		
Carry Forward				

CPIN			Page 13	Date	Cont H61587-PR4	Brought Forward		
Item Number	Estimate of Quantities	Items with unit bid price written in words				Unit Bid Price	Amount Bid	
373D	5.00	Each	, Stump Removal D 24" - < 36" Caliper				0.010	0.05
		FOR <u>ZERO DOLLARS ONE CENT</u>						
			PER Each					
373E	5.00	Each	, Stump Removal E 36" - < 48" Caliper				0.010	0.05
		FOR <u>ZERO DOLLARS ONE CENT</u>						
			PER Each					
374A	5.00	Each	, Stump Grinding A 4" - < 6" Caliper				0.010	0.05
		FOR <u>ZERO DOLLARS ONE CENT</u>						
			PER Each					
374B	5.00	Each	, Stump Grinding B 6" - < 12" caliper				0.010	0.05
		FOR <u>ZERO DOLLARS ONE CENT</u>						
			PER Each					
374C	5.00	Each	, Stump Grinding C 12" - < 24" Caliper				0.010	0.05
		FOR <u>ZERO DOLLARS ONE CENT</u>						
			PER Each					
Carry Forward								

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
374D	2.00	Each , Stump Grinding D 24" - < 36" Caliper FOR <u>ZERO DOLLARS ONE CENT</u>	0.010	0.02
419S-075	100.00	Lin Ft , Furnish & Install 3/4 " Diameter Steel Conduit FOR <u>SIXTEEN DOLLARS FIFTY CENTS</u>	16.500	1,650.00
420R	5.00	Each , Regrade & Pullbox Frame & Cover FOR <u>ONE DOLLAR NO CENTS</u>	1.000	5.00
422L	18,000.00	Lin Ft , Furnish & Install Loop Wire FOR <u>ONE DOLLAR TEN CENTS</u>	1.100	19,800.00
422LS	6,000.00	Lin Ft , Furnish & Install Loop Saw Cut FOR <u>NINETEEN DOLLARS NO CENTS</u>	19.000	114,000.00
Carry Forward				

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
422SHE	5.00	Each , Adjust Traffic Magnetic Vehicle Detector FOR <u>FOUR HUNDRED DOLLARS NO CENTS</u>	400.000	2,000.00
685.07200110	250,000.00	Lin. Feet , White Epoxy ReflectORIZED Pavement Stripes - 20 Mils (Wet Night Visibility) FOR <u>ZERO DOLLARS SIXTY FIVE CENTS</u>	0.650	162,500.00
685.07200210	275.00	Each , White Epoxy ReflectORIZED Pavement Letters - 20 Mils (Wet Night Visibility) FOR <u>ONE HUNDRED TEN DOLLARS NO CENTS</u>	110.000	30,250.00
685.07200310	350.00	Each , White Epoxy ReflectORIZED Pavement Symbols - 20 Mils (Wet Night Visibility) FOR <u>ONE HUNDRED THIRTY FIVE DOLLARS NO CENTS</u>	135.000	47,250.00
685.0720410	60,000.00	Lin. Feet , White Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) - 20 Mils (Wet Night Visibility) FOR <u>ONE DOLLAR FIFTY CENTS</u>	1.500	90,000.00
Carry Forward				

Item Number	Estimate of Quantities	Items with unit bid price written in words	Brought Forward	
			Unit Bid Price	Amount Bid
685.0720610	250,000.00	Lin. Feet , Yellow Epoxy ReflectORIZED Pavement Stripes - 20 Mils (Wet Night Visibility) FOR <u>ZERO DOLLARS SIXTY FIVE CENTS</u>	0.650	162,500.00
685.0720710	15,000.00	Lin. Feet , Yellow Epoxy ReflectORIZED Pavement Stripes (Cross Hatching) - 20 Mils ( ) FOR <u>ONE DOLLAR FORTY CENTS</u>	1.400	21,000.00
744	1.00	LS , Force Account Work FOR <u>TWO HUNDRED THOUSAND DOLLARS NO CENTS</u>	200,000.000	200,000.00
		PLEASE BE SURE A BID IS ENTERED FOR EACH ITEM EXCEPT AS DIRECTED FOR OPTIONAL ITEMS		
		TOTAL OR GROSS SUM WRITTEN IN WORDS <u>EIGHT MILLION EIGHT HUNDRED EIGHTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY SEVEN DOLLARS NO CENTS</u>	\$	\$8,888,777.00

## QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 17 years
2. How many years experience in the construction work of a similar type as this contract has your firm had;
  - a. as a Prime Contractor 17 years
  - b. as a Subcontractor 17 years
3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
--------------------	------------------	----------------------	---

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
--------------------	------------------	----------------------	---

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

5. Have you:
  - a. ever failed to complete any work awarded to You? No  
If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.
  - b. ever been defaulted on a contract? No  
If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions



**NO TEXT ON THIS PAGE**

c. ever been declared a non-responsible bidder by any municipality or public agency? No  
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No  
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No  
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No  
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No  
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

**NO TEXT ON THIS PAGE**

d. that has ever been barred from bidding municipal or public contracts? No

If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No

If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

10. In what other lines of business are you financially interested?

Manufacturer of asphalt aggregate or asphalt pavement materials.

**NO TEXT ON THIS PAGE**

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
----------------------	----------------------------------	--	----------------------------------	------------------------

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
------	---	---------------------	---------------------

SEE ATTACHED QUALIFICATION STATEMENT

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

N/A

(use additional blank sheets if additional space is necessary)

**NO TEXT ON THIS PAGE**

14. In what manner have you inspected this proposed work?  
Explain in detail.

Complete site inspection and plan take off of all quantities  
and materials.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

As per plans and specifications

16. If a contract is awarded or a permit is issued, to your firm, who  
will have the personal supervision of the work? Attach resume.

James J. Pratt, III

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
------	---------	--------------------	------

SEE ATTACHED QUALIFICATION STATEMENT



**NO TEXT ON THIS PAGE**

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

**NO TEXT ON THIS PAGE**

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

Joseph M. Williams, Jr., P.E. Being duly sworn, deposes and says:  
That he resides at [REDACTED] Street,  
in the City of [REDACTED] that he is the Sr. Vice President of  
Pratt Brothers, Inc. [REDACTED]  
the corporation described in and which executed the foregoing  
instrument; that he knows the seal of said corporation; that the seal  
affixed to the said instrument is such corporate seal and was affixed  
by order of the Board of Directors of said corporation; that he signed  
his name thereto by like order; and that he has knowledge of the  
several matters therein stated and they are in all respects true.  
Subscribed and sworn to before me  
this 27th day of September, 2019.

Carol A. Miller  
Notary

CAROL A. MILLER  
Notary Public, State of New York  
No. 5002326  
Qualified in Suffolk County  
Commission Expires Sept. 28, 2022

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

\_\_\_\_\_ Being duly sworn, deposes and says:  
That he is a member of  
the firm described in and which executed the foregoing bid; that he  
duly subscribed the name of the firm hereunto on behalf of the firm;  
and that the several matters therein stated are in all respects true.  
Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

\_\_\_\_\_ Being duly sworn, deposes and says:  
That he is the person described in and who executed the foregoing bid  
and that the several matters therein stated are in all respects true.  
Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary

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.

Joseph M. Williams, Jr, P.E., Sr. Vice President

Name and Title of Authorized Representative

m/d/yy

Signature

9/27/2019

Date

Pratt Brothers, Inc.

Name of Organization

45 South Fourth Street, Bay Shore, NY 11706

Address of Organization

U.S. GPO: 1989 OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

**CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN**

**Part 1- General Information:**

Consultant/Contractor Name: Pratt Brothers ,Inc.
Address (street/city/state/zip code): 45 South 4th Street , Bay Shore,NY, 11706
Authorized Representative (name/title): Gregory Couch, Project Manager
Authorized Signature:
Contract Number: H61587-PR4
Contract/Project Name: Resurfacing Various County Roads Phase 4
Contract/Project Description:

**Part 2- Projected MBE/WBE Contract Summary:**

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$8.888,777.00		
Total MBE Dollar Amount	\$222,109.00	MBE Contract Percentage	2.5%
Total WBE Dollar Amount	\$150,012.00	WBE Contract Percentage	1.7%
Total Combined M/WBE Dollar Amount	\$372,121.00	Combined M/WBE Contract Percentage	4.2%

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Valente Contracting Corp. Address: 77 Jackson Ave City: Mineola State/Zip Code: N.Y. 11501 Authorized Representative: John Valente Telephone No. (516) 746-7951	Items 15X, 24,24V 26C,26CG,27 27DW, 28,30 ,31,32X-1,129	Amount (\$): 222,109.00 <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Island Pavement Cutting Co., Inc. Address: 84 Kean Street City: West Babylon State/Zip Code: N.Y. 11704 Authorized Representative: Marissa O'Neill Telephone No. (631) 567-2711	58A, 58RCP, 115, 133A, 133B, 133X	Amount (\$): 75,012.00   Award Date:  	Start Date:   Completion Date:  
Name: Contractor's Layout Inc. Address: 829 Lincoln Ave, Suite 4 City: Bohemia State/Zip Code: N.Y. 11716 Authorized Representative: Darcy Quappe Telephone No. (631) 218-0334	136S	Amount (\$): 75,000.00   Award Date:  	Start Date:   Completion Date:  
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):   Award Date:  	Start Date:   Completion Date:  



**B-11-20**  
**Additional Backup**

## REQUEST TO INITIATE

RTI Number 19-0153

## 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 ☒ X RFBC ☐ In-House or Requirements Work Order  
 Priority Resurfacing Contract Phase 4 (H61587-PR4)

Project Title: Nassau County Priority Resurfacing Contract -- Phase 4 H61587-PR4 (Proposed Contract)Department: Public Works Project Manager: Saji Varughese Date: 5/24/2019Service Requested: Work involves furnishing labor, materials, tools, equipment and incidentals as specified for the resurfacing of asphalt and/or concrete surfaces and other related work for various roads in Nassau CountyJustification: This new contract will be used to improve the condition of the existing pavement by expediting the resurfacing of various selected roads with advanced deterioration once the individual designs for each road are completed.Requested by: Civil/Site Construction Management Unit

Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$10,012,000.00  
 Circle appropriate phaseTotal Project Cost: \$  
Includes, design, construction and CMDate Start Work: TBD  
Phase being requestedDuration: 180 calendar days  
Phase being requested

Capital Funding Approval:

YES ☒NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):  
See Attached Sheet if multiyear ☐61587NIFS Entered: SP

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code:

61587-PR4  
use this on all encumbrances

Timesheet Code:

19-0153  
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

DCE/Ops Approval:

YES ☒NO ☐

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:  
Version January 2014

YES

NO

Signature \_\_\_\_\_

Nassau DPW B.I.D.S - Summary of Bid Opening

H61587-PR4 - General Contracting  
Nassau County Priority Resurfacing

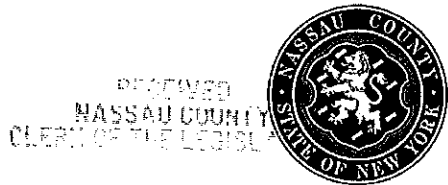
10/1/2019

Bid Opening: 10/1/2019

Engineer: Saji Varughese Phone: (516) 571-9651

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
Pratt Brothers, Inc.	45 South Fourth Street Bay Shore, NY 11706-1210	Philadelphia Indemnity Insurance	10% Amt Bid	\$8,888,777.00	\$0.00
Posillico Civil, Inc.	1750 New Highway Farmingdale, NY 11735	Liberty Mutual Insurance Comp	10% Amt Bid	\$9,751,505.00	\$0.00
Grace Industries LLC	336 South Service Road Metville., NY 11747	Fidelity and Deposit Company o	10% Amt Bid	\$10,282,720.00	\$0.00
H & L Contracting, LLC	38 Homan Ave. Bayshore, NY 11706	Arch Insurance Company	10% Amt Bid	\$10,690,000.00	\$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.



E-60-20

2020 APR 10 P 3:02

**NIFS ID:CFPW20000010 Department: Public Works**

**Capital: X**

SERVICE: FEDERAL AID-CMI-Austin Blvd Safety-H61103CM-PIN 0760.82

Contract ID #:CFPW20000010 NIFS Entry Date: 27-MAR-20 Term: from to

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>LiRo Engineers , Inc.</b>	Vendor ID#: [REDACTED]
Address: 3 Aerial Way	Contact Person: [REDACTED]
Syosset, NY 11791	
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Saji Varughese
Address: NCDPW
1194 Prospect Ave.
Westbury, NY 11590
Phone: 571 9651

## Routing Slip

Department	NIFS Entry: X	27-MAR-20 -- LDIONISIO
Department	NIFS Approval: X	27-MAR-20 -- KARNOLD
DPW	Capital Fund Approved: X	27-MAR-20 -- KARNOLD
OMB	NIFA Approval: X	27-MAR-20 -- CNOLAN
OMB	NIFS Approval: X	27-MAR-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	27-MAR-20 -- DMCDERMOTT
County Atty.	Approval to Form: X	27-MAR-20 -- DMCDERMOTT
CPO	Approval: X	30-MAR-20 -- KOHAGENCE

DCEC	Approval: X	30-MAR-20 -- JCHIARA
Dep. CE	Approval: X	30-MAR-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	09-APR-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

**Purpose:** This is a contract with LiRo Engineers, Inc. to provide Professional Construction Management and Inspection Services for the Austin Blvd safety improvement project. The project is to reconstruct the 1.4-mile stretch of Austin Boulevard to improve pedestrian and vehicle safety. This service is to provide Construction Management and inspection services for this contract.

The services provided may include providing resident engineers, office engineers, inspectors, schedulers, cost estimators, specialized inspectors, specialized engineers, specialized engineering services, field survey parties, evaluation of contractor claims and construction related engineering services. FEDERAL AID. PIN 0760.82.

**Method of Procurement:** A qualification- based rating and ranking system of technical and cost proposal in accordance with standard DPW, NYSDOT and FHWA procedures

**Procurement History:** The Contract was entered into after a written request for proposals was issued on September 10, 2019. Potential

proposers were made aware of the availability of the RFP by public notice in Newsday, Contract Reporter and the County's eProcurement website. Proposals were due on October 9, 2019. Five (5) proposals were received and evaluated. Proposals were evaluated by professional staff within the Department by, Elisa Pica, Chief Deputy Commissioner, Harold T Lutz, director NCDPW Traffic Division, Richard Iadevaio, Superintendent of Highway and Drainage Construction and Sheila Dukacz, Unit Head Traffic Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest ranking proposer was selected. For more information, please refer to the attached RTI part II Memorandum.

**Description of General Provisions:** Contract for services confirms to model personal services contract developed and approved by the office of the County Attorney and approval by NYSDOT

**Impact on Funding / Price Analysis:** Funding for services to be provided under this agreement will come from Capital Project 61103. This agreement will expire 24 months after its execution and has a maximum payment limitation of two million one hundred forty five thousand two hundred twenty nine dollars and eleven cents (\$2,145,229.11). Up to 80% of this funding may be reimbursed from Federal Aid. Project currently has MWBE utilization rate of approximately 19%

**Change in Contract from Prior Procurement:** N/A

**Recommendation: (approve as submitted)** Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	61	Revenue		1	PWCAPCAP-61103-00003-000	\$ 2,145,229.11
Resp:	103	Contract:				
Object:	00003	County	\$ 0.00			\$ 0.00

Transaction:	<b>CF</b>
Project #:	<b>61103</b>
Detail:	<b>000</b>

RENEWAL	
% Increase	
% Decrease	

Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 2,145,229.11
Other	\$ 0.00
<b>TOTAL</b>	<b>\$ 2,145,229.11</b>

		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	<b>TOTAL</b>	<b>\$ 2,145,229.11</b>

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE

RULES RESOLUTION NO.

— 2020

2020 APR 10 P 3:02

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

WHEREAS, the County has negotiated a personal services agreement with LiRo Engineers, Inc. to provide comprehensive construction management and inspection services for the Austin Boulevard Safety Improvements, Project #61103 PIN 0760.82, 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 LiRo Engineers, Inc.



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

1. **Vendor:** LiRo Engineers , Inc.

2. **Dollar amount requiring NIFA approval:** \$2145229.11

**Amount to be encumbered:** \$2145229.11

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: two years from start date**

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)		Federal % 0
Other		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:**

Approval of a Personal Services Agreement with LiRo Engineers, Inc. to provide Professional Construction Management and Inspection Services for the Austin Blvd safety improvement project. The project is to reconstruct the 1.4-mile stretch of Austin Boulevard to improve pedestrian and vehicle safety. This service is to provide Construction Management and inspection services for this contract. FEDERAL AID. PIN 0760.55.

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.

CNOLAN

27-MAR-20

**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.**

Jack Schnirman  
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: LiRo Engineers, Inc.

CONTRACTOR ADDRESS: 3 Aerial Way, Syosset, NY 11791

FEDERAL TAX ID #: 13-1074850

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

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

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

The Contract was entered into after a written request for proposals was issued on 9/10/2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in News day, Contract Reporter and [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 10/9/2019 [date]. Five (5) [state #] proposals were received and evaluated. The evaluation committee consisted of: Elisa Picca, Chief Deputy Commissioner, Harold Lutz, Director of traffic Engineering, Richard Iadevallo, Jr., Superintendent of Highway and Drainage Construction, and Sheila Dukacz, Unit Head Traffic Construction

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

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

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

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

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

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

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

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

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

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

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

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

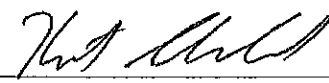
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature  
3/22/20  
\_\_\_\_\_  
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.

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Luis M. Tormenta, PE state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: LiRo Engineers, Inc.

Vendor's Address: 3 Aerial Way Syosset NY US 11791

Vendor's EIN or TIN: 131974950

Forms Submitted:

Political Campaign Contribution Disclosure Form:  
03/16/2020 12:48:03 PM

Lobbyist Registration and Disclosure Form:  
03/16/2020 12:48:37 PM

Business History Form certified:  
03/16/2020 12:50:27 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
03/16/2020 12:51:46 PM

## Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Robert Kreuzer [KREUZERR@LIRO.COM]	03/16/2020 01:00:25 PM
Alfred Bereche [BERECHEA@LIRO.COM]	03/16/2020 01:06:13 PM
Michael Bailey, PE [BAILEYM@LIRO.COM]	03/16/2020 12:55:57 PM
Luis M. Tormenta, PE [TORMENTAL@LIRO.COM]	03/16/2020 12:50:57 PM
Lawrence H. Blond, PE [BLONDL@LIRO.COM]	03/16/2020 12:53:11 PM
Michael Burton, PE [BURTONM@LIRO.COM]	03/16/2020 12:57:07 PM
Rocco L. Trotta, PE [TROTTAR@LIRO.COM]	03/16/2020 12:54:52 PM
Peter J. Gerbasi, PE [GERBASIP@LIRO.COM]	03/16/2020 12:58:33 PM
Joseph Massa, CCM [MASSAJ@LIRO.COM]	03/16/2020 12:59:23 PM
Michael Smith, PE [SMITHM@LIRO.COM]	03/16/2020 01:01:17 PM
Joseph Grant, FAIA [GRANTJ@LIRO.COM]	03/16/2020 01:02:16 PM
Robert Hutteman, PE [HUTTEMANR@LIRO.COM]	03/16/2020 01:03:38 PM
Lawrence Roberts [ROBERTSL@LIRO.COM]	03/16/2020 01:07:15 PM

I, Luis M. Tormenta, PE hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

### 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."

Luis M. Tormenta, PE

Name

Chief Executive Officer/President

Title

LiRo Engineers, Inc.

Name of Submitting Entity

03/26/2020 10:11:19 AM

Date

### Business History Form

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

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

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

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

Date: 03/16/2020

1) Proposer's Legal Name: LiRo Engineers, Inc.

2) Address of Place of Business: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791

Country: US

Address: 500 Washington Avenue  
City: Portland State/Province/Territory: ME Zip/Postal Code: 04103  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 1 State Street Plaza, 28th Floor  
City: New York State/Province/Territory: NY Zip/Postal Code: 10004  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 690 Delaware Avenue  
City: Buffalo State/Province/Territory: NY Zip/Postal Code: 14209  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 1266 East Main Street, Soundview Plaza, Suite 700R  
City: Stamford State/Province/Territory: CT Zip/Postal Code: 06902  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 235 East Jericho Tpke  
City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 141-07 20th Avenue, Suite 503  
City: Whitestone State/Province/Territory: NY Zip/Postal Code: 11357  
Country: US



Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 703 Lorimer Street  
City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11211  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 100 Duffy Avenue, Suite 402  
City: Hicksville State/Province/Territory: NY Zip/Postal Code: 11801  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 85 Allen Street, Suite 300  
City: Rochester State/Province/Territory: NY Zip/Postal Code: 14608  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 101 Hudson Street, 21st Floor  
City: Jersey City State/Province/Territory: NJ Zip/Postal Code: 07302  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 538 Spruce Street, Suite 506  
City: Scranton State/Province/Territory: PA Zip/Postal Code: 18503  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 529 Main Street, Suite 3303  
City: Boston State/Province/Territory: MA Zip/Postal Code: 02129  
Country: US  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? Rent \_\_\_\_\_ If other, please provide details: \_\_\_\_\_

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: \_\_\_\_\_

- 6) The proposer is a: Corporation (Describe) \_\_\_\_\_
- 7) Does this business share office space, staff, or equipment expenses with any other business?  
 YES ☒ NO ☐ If yes, please provide details:  
 LiRo Engineers, Inc. shares office space, staff, and equipment expenses with its affiliates: LiRo Architects + Planners, PC and LiRo Program and Construction Management, PE P.C., and LiRo GIS, Inc.
- 8) Does this business control one or more other businesses?  
 YES ☒ NO ☐ If yes, please provide details:  
 DAI, Inc., DiGiorgio Associates, Inc., James LaSala & Associates, LLP
- 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, please provide details:  
 \_\_\_\_\_
- 1 File(s) Uploaded: Question 9.pdf
- 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, an explanation of the circumstances and corrective action taken.  
 \_\_\_\_\_
- 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, an explanation of the circumstances and corrective action taken.  
 See attached

- 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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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 conflicts exists to the best of our knowledge

(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 conflicts exists to the best of our knowledge

(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 conflicts exists to the best of our knowledge

- 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.

We are not aware of any matter that is or may become a conflict of interest preventing LiRo from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact LiRo's ability to perform its services on this project, LiRo will fully disclose the nature of such conflict immediately to the County upon learning of it. Further, LiRo will establish a firewall, as necessary, to ensure that any such conflict of interest will not impact LiRo's ability to perform its services on the project.

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

04/28/1925

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Rocco L. Trotta, [REDACTED], Chairman and Sole Owner

*No individuals with a financial interest in the company have been attached..*

- iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

1 File(s) Uploaded: Question A iii.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

- vi) Annual revenue of firm;

- vii) Summary of relevant accomplishments

1 File(s) Uploaded: Question A vii.pdf

- viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: License.pdf

- B. Indicate number of years in business.

94

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

The LiRo Group's staff of 920 professionals includes 128 licensed Professional Engineers and 26 Registered Architects. The majority of LiRo's resources are based in New York State, making it one of the largest full service consulting firms in the metropolitan area with over 95 percent of its clientele as public agencies.

- 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	City of Glen Cove		
Contact Person	Lou Saulino		
Address	9 Glen Street		
City	Glen Cove	State/Province/Territory	NY
Country	US		
Telephone			
Fax #			
E-Mail Address			

Company	Suffolk County DPW		
Contact Person	William Hillman		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone			
Fax #			
E-Mail Address			

---

Company	Town of Oyster Bay DPW, Department of Highways		
Contact Person	Richard Lenz, Commissioner		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	[REDACTED]		
Fax #	[REDACTED]		
E-Mail Address	[REDACTED]		

---

I, Luis M. Tormenta, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Luis M. Tormenta, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Name of submitting business: LiRo Engineers, Inc.

Electronically signed and certified at the date and time indicated by:

Luis M. Tormenta, PE [REDACTED]

Chief Executive Officer/President

Title

03/16/2020 12:50:27 PM

Date

## **Question 9**

LiRo Program and Construction Management, PE P.C. - Common Ownership and Control

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. – Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. – Common Ownership and Control

LiRo GIS, Inc. - Common Ownership and Control

Monitor Builders, Inc. – Common Ownership and Control

RLT Engineering, Geology, Land Surveying, P.C. – Common Ownership and Control

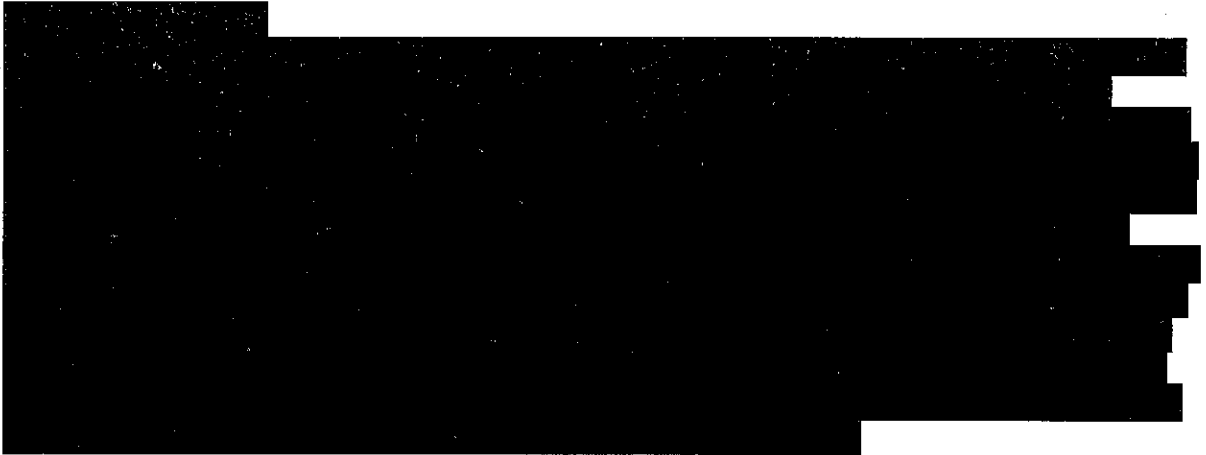
DAI, Inc. – Common Ownership and Control

DiGiorgio Associates, Inc. - Common Ownership and Control

James LaSala & Associates - Common Ownership and Control



Question 13



Question A iii

Rocco L. Trotta, [REDACTED], Chairman  
Luis M. Tormenta, [REDACTED], CEO and President  
Lawrence S. Roberts, [REDACTED], Sr Vice President, CFO  
Michael Burton, [REDACTED], Senior Vice President  
Michael Bailey, [REDACTED], Senior Vice President  
Peter Gerbasi, [REDACTED], Senior Vice President  
Robert Kreuzer, [REDACTED], Senior Vice President  
Alfred C. Bereche, [REDACTED], Senior Vice President/Secretary  
Lawrence Blond, [REDACTED], Senior Vice President  
Robert Hutteman, [REDACTED], Sr. Associate Vice President  
Michael Smith, [REDACTED] Senior Vice President  
Joseph Grant, [REDACTED], Vice President  
Joseph Massa, [REDACTED], Senior Vice President

## **Question A vii**

### **Summary of relevant accomplishments:**

LiRo is headquartered in Syosset, NY, and continues to serve public and private sector clients ranging from villages and small companies to large state agencies. LiRo has the in-depth experience required to effectively address the requirements and concerns of this project, and is uniquely qualified to provide the expertise necessary to address the goals of this project.

LiRo has completed multiple projects that are the same or very similar to the proposed project. Below is a list of public sector clients for whom LiRo has provided similar work in the past five years.

- Nassau County Department of Public Works
- Town of Hempstead
- Town of Hempstead Department of Sanitation
- Town of Hempstead Department of Parks and Recreation
- Town of North Hempstead Department of Public Works
- Town of Oyster Bay Housing Authority
- Town of Oyster Bay Department of Public Works
- City of Long Beach Department of Public Works
- New York City Department of Transportation
- Suffolk County Department of Public Works
- New York City Police Department
- MTA – Bridges and Tunnels
- New York City Economic Development Corporation
- Westchester County Department of Public Works
- Port Authority of New York and New Jersey
- MTA – Long Island Rail Road
- New York City School Construction authority
- Dormitory Authority of the State of New York
- New York City Health & Hospitals Corporation
- New York City Housing Preservation and Development
- New York City Department of Design & Construction
- New York City Mayor's Office of Environmental Remediation
- New York State Department of Transportation
- New Jersey Turnpike Authority
- New York Public Library
- Empire State Development Corporation
- New York State Homes and Community Renewal
- New York State Thruway Authority
- MTA – New York City Transit
- New York City Housing Authority
- Rochester Housing Authority

**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

**LIRO ENGINEERS INC  
MONICA MORA-LEGAL ADMIN ASST  
3 AERIAL WAY  
SYOSSET, NY 11791-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2018 TO 12/31/2020.



**CERTIFICATE NUMBER  
0014464**

*Maryellen Elia*  
**MARYELLEN ELIA  
COMMISSIONER OF EDUCATION**



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?

YES ☒ NO ☐ If yes, to what campaign committee?

[REDACTED]

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.

Electronically signed and certified at the date and time indicated by:

Luis M. Tormenta, PE [REDACTED]

Dated: 03/16/2020 12:48:03 PM

Vendor: LiRo Engineers, Inc.

Title: Chief Executive Officer/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.

No/None

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

No/None

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

No/None

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

No/None

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

No/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?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:

Luis M. Tormenta, PE [REDACTED]

Dated: 03/16/2020 12:48:37 PM

Vendor: LiRo Engineers, Inc.

Title: Chief Executive Officer/President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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: Lawrence Roberts  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		
Phone	(207) 582-2400		

Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		

Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		

Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		

Phone	(732) 409-6953		
Type	Business		
Description	One State Street Plaza, 28th Floor		
Address	New York		
City	State/Province/Territory:	NY	Zip/Postal Code: 10004
Country	US		
Phone	(212) 563-0280		
Type	Business		
Description	690 Delaware Avenue		
Address	Buffalo		
City	State/Province/Territory:	NY	Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description	141-07 20th Avenue, Suite 503		
Address	Whitestone		
City	State/Province/Territory:	NY	Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description	703 Lorimer Street		
Address	Brooklyn		
City	State/Province/Territory:	NY	Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description	100 Duffy Avenue, Suite 402		
Address	Hicksville		
City	State/Province/Territory:	NY	Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description	538 Spruce Street, Suite 506		
Address	Scranton		
City	State/Province/Territory:	PA	Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description	1266 E. Main Street, Soundview Plaza, Suite 700R		
Address	Stamford		
City	State/Province/Territory:	CT	Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description	529 Main Street, Suite 3303		
Address	Boston		
City	State/Province/Territory:	MA	Zip/Postal Code: 02129
Country	US		

Phone

(617) 723-7100

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	01/11/1999	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

An officer of:

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

Monitor Builders, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliated companies have had numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

\_\_\_\_\_

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

--

I, Lawrence Roberts , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Lawrence Roberts , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Lawrence Roberts

Chief Financial Officer

Title

03/16/2020 01:07:15 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Luis M. Tormenta  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	1 State Street Plaza, 28th Floor
City	New York State/Province/Territory: NY Zip/Postal Code: 10004
Country	US
Phone	(212) 563-0280

Type	Business
Description	
Address	500 Washington Avenue
City	Portland State/Province/Territory: ME Zip/Postal Code: 04103
Country	US
Phone	(207) 582-2400

Type	Business
Description	
Address	690 Delaware Avenue
City	Buffalo State/Province/Territory: NY Zip/Postal Code: 14209
Country	US
Phone	(716) 882-5476

Type	Business
Description	
Address	235 East Jericho Turnpike
City	Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country	US



Phone	(516) 746-2350		
Type	Business		
Description			
Address	141-07 20th Avenue, Suite 503		
City	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		

Phone

(617) 723-7100

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

President	<u>05/23/2014</u>	Treasurer	<u></u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u>09/29/2006</u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

Type	Description	Start Date
Other	Chief Operating Officer	05/15/2000

## 3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

## 4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

## 5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Mr. Tormenta is an officer of the following affiliated companies:

- LiRo Program and Construction Management, PE P.C. - Common Ownership and Control
- LiRo Architects + Planners, P.C. - Common Ownership and Control
- LiRo Architects & Engineers West, P.C. - Common Ownership and Control
- LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control
- LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control
- LiRo Program and Construction Management, Inc. - Common Ownership and Control
- LiRo Constructors, Inc. - Common Ownership and Control
- LiRo GIS, Inc. - Common Ownership and Control
- RLT Engineering, Geology and Land Surveying, P.C. - Common Ownership and Control
- DiGirogio Associates, Inc. - Common Ownership and Control
- DAI, Inc. - Common Ownership and Control

## 6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action

taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See attached

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Luis M. Tormenta, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Luis M. Tormenta, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Luis M. Tormenta, PE

Chief Executive Officer/President

Title

03/16/2020 12:50:57 PM

Date

**Question 11**



## 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: Alfred Bereche  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	<u>One State Street Plaza, 28th Floor</u>
City	<u>New York</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>10004</u>
Country	<u>US</u>
Phone	<u>(212) 563-0280</u>
Type	Business
Description	
Address	<u>141-07 20th Avenue, Suite 503</u>
City	<u>Whitestone</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11357</u>
Country	<u>US</u>
Phone	<u>(718) 445-5295</u>
Type	Business
Description	
Address	<u>703 Lorimer Street</u>
City	<u>Brooklyn</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11211</u>
Country	<u>US</u>
Phone	<u>(718) 782-0267</u>
Type	Business
Description	
Address	<u>85 Allen Street, Suite 300</u>
City	<u>Rochester</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>14608</u>
Country	<u>US</u>



Phone	(585) 287-8833		
Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		
Phone	(516) 746-2350		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	1266 E. Main Street, Soundview Plaza, Suite 700R		
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

Phone

(207) 582-2400

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	03/23/2011
Chief Financial Officer	_____	Partner	_____
Vice President	12/01/2015		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	10/24/2018

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

An officer of:

LiRo Program and Construction Management, Inc.

LiRo Constructors, Inc.

Monitor Builders, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

--

I, Alfred Bereche , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Alfred Bereche , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Alfred Bereche

Senior Vice President/Secretary

Title

03/16/2020 01:06:13 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Robert Hutteman, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	101 Hudson Street, 21st Floor
City	Jersey City
Country	US
Phone	(732) 409-6953
Type	Business
Description	
Address	529 Main Street, Suite 3303
City	Boston
Country	US
Phone	(617) 723-7100
Type	Business
Description	
Address	235 East Jericho Turnpike
City	Mineola
Country	US
Phone	(516) 746-2350
Type	Business
Description	
Address	100 Duffy Avenue, Suite 402
City	Hicksville
Country	US

<b>Phone</b>	(516) 595-2900		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	85 Allen Street, Suite 300		
<b>City</b>	Rochester	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 14608
<b>Country</b>	US		
<b>Phone</b>	(585) 287-8833		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	538 Spruce Street, Suite 506		
<b>City</b>	Scranton	<b>State/Province/Territory:</b>	PA Zip/Postal Code: 18503
<b>Country</b>	US		
<b>Phone</b>	(570) 963-7713		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	1266 E. Main Street, Soundview Plaza, Suite 700R		
<b>City</b>	Stamford	<b>State/Province/Territory:</b>	CT Zip/Postal Code: 06902
<b>Country</b>	US		
<b>Phone</b>	(203) 992-4560		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	500 Washington Avenue		
<b>City</b>	Portland	<b>State/Province/Territory:</b>	ME Zip/Postal Code: 04103
<b>Country</b>	US		
<b>Phone</b>	(207) 582-2400		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	One State Street Plaza, 28th Floor		
<b>City</b>	New York	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 10004
<b>Country</b>	US		
<b>Phone</b>	(212) 563-0280		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	690 Delaware Avenue		
<b>City</b>	Buffalo	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 14209
<b>Country</b>	US		
<b>Phone</b>	(716) 882-5476		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	141-07 20th Avenue, Suite 503		
<b>City</b>	Whitestone	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11357
<b>Country</b>	US		
<b>Phone</b>	(718) 445-5295		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	703 Lorimer Street		
<b>City</b>	Brooklyn	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11211
<b>Country</b>	US		



Phone

(718) 782-0267

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)	_____		

Type	Description	Start Date
Other	Senior Associate Vice President	05/07/2017

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Joseph C. Lu Engineering & Land Surveying, PC - Stakeholder 10/1/02-3/17/17; President 10/7/07-3/16/16  
Hutteman Lawn & Landscape, Inc. - President - 1/1/01-2019

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Robert Hutteman, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert Hutteman, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Robert Hutteman, PE ~~XXXXXXXXXXXX~~

Senior Associate Vice President

Title

03/16/2020 01:03:38 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph Grant, FAIA  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	<u>235 East Jericho Turnpike</u>
City	<u>Mineola</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11501</u>
Country	<u>US</u>
Phone	<u>(516) 746-2350</u>
Type	Business
Description	
Address	<u>141-07 20th Avenue, Suite 503</u>
City	<u>Whitestone</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11357</u>
Country	<u>US</u>
Phone	<u>(718) 445-5295</u>
Type	Business
Description	
Address	<u>703 Lorimer Street</u>
City	<u>Brooklyn</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11211</u>
Country	<u>US</u>
Phone	<u>(718) 782-0267</u>
Type	Business
Description	
Address	<u>529 Main Street, Suite 3303</u>
City	<u>Boston</u> State/Province/Territory: <u>MA</u> Zip/Postal Code: <u>02129</u>
Country	<u>US</u>

Phone	(617) 723-7100		
Type	Business		
Description	1 State Street Plaza, 28th Floor		
Address			
City	New York	State/Province/Territory:	NY Zip/Postal Code: 10004
Country	US		
Phone	(212) 563-0280		
Type	Business		
Description	690 Delaware Avenue		
Address			
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		
Type	Business		
Description	100 Duffy Avenue, Suite 402		
Address			
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description	85 Allen Street, Suite 300		
Address			
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description	101 Hudson Street, 21st Floor		
Address			
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description	538 Spruce Street, Suite 506		
Address			
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description	1266 E. Main Street, Soundview Plaza, Suite 700R		
Address			
City	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
Country	US		
Phone	(203) 992-4560		
Type	Business		
Description	500 Washington Avenue		
Address			
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

Phone

(207) 582-2400

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	09/14/2015		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	03/09/2020

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Officer of DiGiorgio Associates, Inc.; LiRo Architects + Planners, P.C.; DAI, Inc.; LiRo Architects & Engineers, P.C. (CT) and LiRo Architects & Engineers, P.C. (PA)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.



- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

--

I, Joseph Grant, FAIA , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph Grant, FAIA , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joseph Grant, FAIA

Senior Vice President

Title

03/16/2020 01:02:16 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph Massa, CCM  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	1 State Street Plaza, 28th Floor
City	New York State/Province/Territory: NY Zip/Postal Code: 10004
Country	US
Phone	(212) 563-0280

Type	Business
Description	
Address	529 Main Street, Suite 3303
City	Boston State/Province/Territory: MA Zip/Postal Code: 02129
Country	US
Phone	(617) 723-7100

Type	Business
Description	
Address	690 Delaware Avenue
City	Buffalo State/Province/Territory: NY Zip/Postal Code: 14209
Country	US
Phone	(716) 882-5476

Type	Business
Description	
Address	235 East Jericho Turnpike
City	Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country	US

<b>Phone</b>	(516) 746-2350		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	141-07 20th Avenue, Suite 503		
<b>City</b>	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
<b>Country</b>	US		
<b>Phone</b>	(718) 445-5295		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	703 Lorimer Street		
<b>City</b>	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
<b>Country</b>	US		
<b>Phone</b>	(718) 782-0267		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	100 Duffy Avenue, Suite 402		
<b>City</b>	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
<b>Country</b>	US		
<b>Phone</b>	(516) 595-2900		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	85 Allen Street, Suite 300		
<b>City</b>	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
<b>Country</b>	US		
<b>Phone</b>	(585) 287-8833		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	101 Hudson Street, 21st Floor		
<b>City</b>	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
<b>Country</b>	US		
<b>Phone</b>	(732) 409-6953		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	538 Spruce Street, Suite 506		
<b>City</b>	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
<b>Country</b>	US		
<b>Phone</b>	(570) 963-7713		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	1266 E. Main Street, Soundview Plaza, Suite 700R		
<b>City</b>	Stamford	State/Province/Territory:	CT Zip/Postal Code: 06902
<b>Country</b>	US		
<b>Phone</b>	(203) 992-4560		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	500 Washington Avenue		
<b>City</b>	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
<b>Country</b>	US		

Phone

(207) 582-2400

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)	_____		

Type	Description	Start Date
Other	Senior Vice President/ Chief Administrative Officer	10/01/2018

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.



- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

--

I, Joseph Massa, CCM , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph Massa, CCM , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joseph Massa, CCM

Senior Vice President/ Chief Administrative Officer

Title

03/16/2020 12:59:23 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Lawrence H. Blond, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

Type	Business		
Description			
Address	1 State Street Plaza, 28th Floor		
City	New York	State/Province/Territory:	NY Zip/Postal Code: 10004
Country	US		
Phone	(212) 563-0280		

Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		

Type	Business		
Description			
Address	690 Delaware Avenue		
City	Buffalo	State/Province/Territory:	NY Zip/Postal Code: 14209
Country	US		
Phone	(716) 882-5476		

Type	Business		
Description			
Address	235 East Jericho Turnpike		
City	Mineola	State/Province/Territory:	NY Zip/Postal Code: 11501
Country	US		

<b>Phone</b>	(516) 746-2350		
<b>Type</b>	Business		
<b>Description</b>	141-07 20th Avenue, Suite 503		
<b>Address</b>	Whitestone		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 11357
<b>Country</b>	US		
<b>Phone</b>	(718) 445-5295		
<b>Type</b>	Business		
<b>Description</b>	703 Lorimer Street		
<b>Address</b>	Brooklyn		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 11211
<b>Country</b>	US		
<b>Phone</b>	(718) 782-0267		
<b>Type</b>	Business		
<b>Description</b>	100 Duffy Avenue, Suite 402		
<b>Address</b>	Hicksville		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 11801
<b>Country</b>	US		
<b>Phone</b>	(516) 595-2900		
<b>Type</b>	Business		
<b>Description</b>	85 Allen Street, Suite 300		
<b>Address</b>	Rochester		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 14608
<b>Country</b>	US		
<b>Phone</b>	(585) 287-8833		
<b>Type</b>	Business		
<b>Description</b>	101 Hudson Street, 21st Floor		
<b>Address</b>	Jersey City		
<b>City</b>	State/Province/Territory:	NJ	Zip/Postal Code: 07302
<b>Country</b>	US		
<b>Phone</b>	(732) 409-6953		
<b>Type</b>	Business		
<b>Description</b>	538 Spruce Street, Suite 506		
<b>Address</b>	Scranton		
<b>City</b>	State/Province/Territory:	PA	Zip/Postal Code: 18503
<b>Country</b>	US		
<b>Phone</b>	(570) 963-7713		
<b>Type</b>	Business		
<b>Description</b>	1266 E. Main Street, Soundview Plaza, Suite 700R		
<b>Address</b>	Stamford		
<b>City</b>	State/Province/Territory:	CT	Zip/Postal Code: 06902
<b>Country</b>	US		
<b>Phone</b>	(203) 992-4560		
<b>Type</b>	Business		
<b>Description</b>	500 Washington Avenue		
<b>Address</b>	Portland		
<b>City</b>	State/Province/Territory:	ME	Zip/Postal Code: 04103
<b>Country</b>	US		

Phone

(207) 582-2400

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)	_____		

Type	Description	Start Date
Other	Senior Vice President	09/01/2006
Other	Executive Vice President	01/15/2020

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Officer of:  
LiRo Program and Construction Management, PE P.C. - Common Ownership and Control  
LiRo GIS, Inc. -Common Ownership and Control  
RLT Engineering, Geology and Land Surveying, P.C. - Common Ownership and Control  
Monitor Builders, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action

taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See attached

1 File(s) Uploaded: Question 11.pdf

12. 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 an explanation of the circumstances and corrective action taken.



- 
13. 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 an explanation of the circumstances and corrective action taken.

--

I, Lawrence H. Blond, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Lawrence H. Blond, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Lawrence H. Blond, PE

Executive Vice President

Title

03/16/2020 12:53:11 PM

Date

**Question 11**



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Bailey, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	500 Washington Avenue
City	Portland State/Province/Territory: ME Zip/Postal Code: 04103
Country	US
Phone	(207) 582-2400

Type	Business
Description	
Address	One State Street Plaza, 28th Floor
City	New York State/Province/Territory: NY Zip/Postal Code: 10004
Country	US
Phone	(212) 563-0280

Type	Business
Description	
Address	690 Delaware Avenue
City	Buffalo State/Province/Territory: NY Zip/Postal Code: 14209
Country	US
Phone	(716) 882-5476

Type	Business
Description	
Address	235 East Jericho Turnpike
City	Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country	US

Phone	(516) 746-2350				
Type	Business				
Description					
Address	703 Lorimer Street				
City	Brooklyn	State/Province/Territory:	NY	Zip/Postal Code:	11211
Country	US				
Phone	(718) 782-0267				
Type	Business				
Description					
Address	141-07 20th Avenue, Suite 503				
City	Whitestone	State/Province/Territory:	NY	Zip/Postal Code:	11357
Country	US				
Phone	(718) 445-5295				
Type	Business				
Description					
Address	100 Duffy Avenue, Suite 402				
City	Hicksville	State/Province/Territory:	NY	Zip/Postal Code:	11801
Country	US				
Phone	(516) 595-2900				
Type	Business				
Description					
Address	85 Allen Street, Suite 300				
City	Rochester	State/Province/Territory:	NY	Zip/Postal Code:	14608
Country	US				
Phone	(585) 287-8833				
Type	Business				
Description					
Address	101 Hudson Street, 21st Floor				
City	Jersey City	State/Province/Territory:	NJ	Zip/Postal Code:	07302
Country	US				
Phone	(732) 409-6953				
Type	Business				
Description					
Address	538 Spruce Street, Suite 506				
City	Scranton	State/Province/Territory:	PA	Zip/Postal Code:	18503
Country	US				
Phone	(570) 963-7713				
Type	Business				
Description					
Address	1266 E. Main Street, Soundview Plaza, Suite 700R				
City	Stamford	State/Province/Territory:	CT	Zip/Postal Code:	06902
Country	US				
Phone	(203) 992-4560				
Type	Business				
Description					
Address	529 Main Street, Suite 3303				
City	Boston	State/Province/Territory:	MA	Zip/Postal Code:	02129
Country	US				

Phone

(617) 723-7100

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)	_____		

Type	Description	Start Date
Other	Senior Vice President	10/01/2006
Other	Executive Vice President	01/15/2020

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Officer of:  
LiRo Program and Construction Management, PE P.C.  
RLT Engineering, Geology and Land Surveying, P.C.  
LiRo GIS, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

The affiliate companies have had numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action

taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See attached

1 File(s) Uploaded: Question 11.pdf

12. 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 an explanation of the circumstances and corrective action taken.



13. 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 an explanation of the circumstances and corrective action taken.

I, Michael Bailey, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Bailey, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Michael Bailey, PE

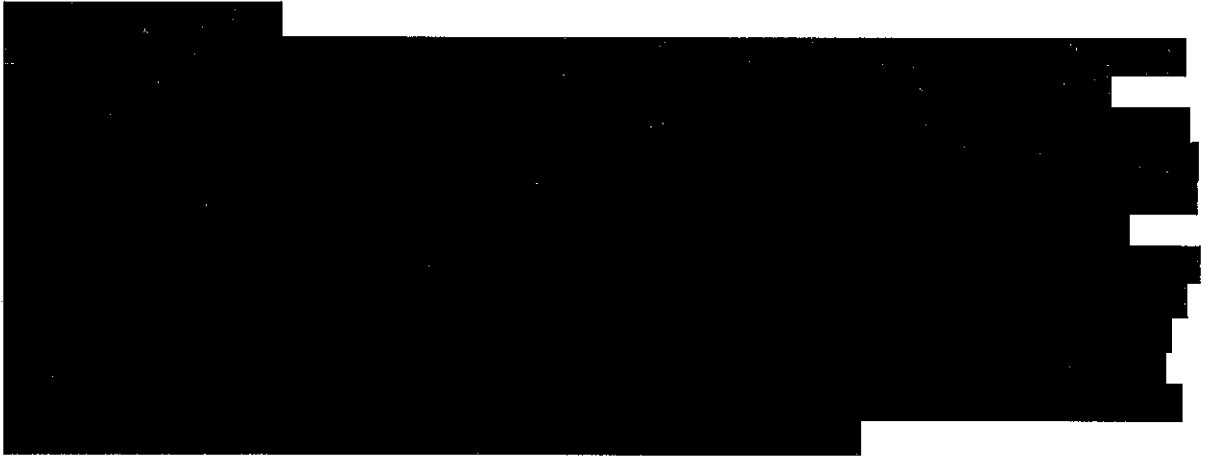
Executive Vice President

Title

03/16/2020 12:55:57 PM

Date

**Question 11**



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Burton  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	500 Washington Avenue
City	Portland
Country	US
Phone	(207) 582-2400
State/Province/Territory:	ME
Zip/Postal Code:	04103

Type	Business
Description	
Address	1266 E. Main Street, Soundview Plaza, Suite 700R
City	Stamford
Country	US
Phone	(203) 992-4560
State/Province/Territory:	CT
Zip/Postal Code:	06902

Type	Business
Description	
Address	85 Allen Street, Suite 300
City	Rochester
Country	US
Phone	(585) 287-8833
State/Province/Territory:	NY
Zip/Postal Code:	14608

Type	Business
Description	
Address	101 Hudson Street, 21st Floor
City	Jersey City
Country	US
State/Province/Territory:	NJ
Zip/Postal Code:	07302

<b>Phone</b>	(732) 409-6953		
<b>Type</b>	Business		
<b>Description</b>	One State Street Plaza, 28th Floor		
<b>Address</b>	New York		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 10004
<b>Country</b>	US		
<b>Phone</b>	(212) 563-0280		
<b>Type</b>	Business		
<b>Description</b>	690 Delaware Avenue		
<b>Address</b>	Buffalo		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 14209
<b>Country</b>	US		
<b>Phone</b>	(716) 882-5476		
<b>Type</b>	Business		
<b>Description</b>	141-07 20th Avenue, Suite 503		
<b>Address</b>	Whitestone		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 11357
<b>Country</b>	US		
<b>Phone</b>	(718) 445-5295		
<b>Type</b>	Business		
<b>Description</b>	703 Lorimer Street		
<b>Address</b>	Brooklyn		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 11211
<b>Country</b>	US		
<b>Phone</b>	(718) 782-0267		
<b>Type</b>	Business		
<b>Description</b>	100 Duffy Avenue, Suite 402		
<b>Address</b>	Hicksville		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 11801
<b>Country</b>	US		
<b>Phone</b>	(516) 595-2900		
<b>Type</b>	Business		
<b>Description</b>	235 East Jericho Turnpike		
<b>Address</b>	Mineola		
<b>City</b>	State/Province/Territory:	NY	Zip/Postal Code: 11501
<b>Country</b>	US		
<b>Phone</b>	(516) 746-2350		
<b>Type</b>	Business		
<b>Description</b>	538 Spruce Street, Suite 506		
<b>Address</b>	Scranton		
<b>City</b>	State/Province/Territory:	PA	Zip/Postal Code: 18503
<b>Country</b>	US		
<b>Phone</b>	(570) 963-7713		
<b>Type</b>	Business		
<b>Description</b>	529 Main Street, Suite 3303		
<b>Address</b>	Boston		
<b>City</b>	State/Province/Territory:	MA	Zip/Postal Code: 02129
<b>Country</b>	US		

Phone

(617) 723-7100

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)	_____		

Type	Description	Start Date
Other	Executive Vice President	01/15/2020
Other	Senior Vice President	03/16/2009

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Mr. Burton is an officer for the following affiliated companies:

LiRo Program and Construction Management, PE P.C. - Common Ownership and Control  
LiRo Architects + Planners, P.C. - Common Ownership and Control  
LiRo Architects & Engineers West, P.C. - Common Ownership and Control  
LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control  
LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control  
LiRo Program and Construction Management, Inc. - Common Ownership and Control  
LiRo Constructors, Inc. - Common Ownership and Control  
LiRo GIS, Inc. - Common Ownership and Control  
Monitor Builders, Inc. - Common Ownership and Control  
RLT Engineering, Geolgoiy and Land surveying, P.C. - Common Ownership and Control

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

- YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

- YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action

taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See attached



12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Michael Burton, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Burton, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Michael Burton, PE

Executive Vice President

Title

03/16/2020 12:57:07 PM

Date

**Question 11**



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael Smith, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	One State Street Plaza, 28th Floor
City	New York State/Province/Territory: NY Zip/Postal Code: 10004
Country	US
Phone	(212) 563-0280
Type	Business
Description	
Address	1266 E. Main Street, Soundview Plaza, Suite 700R
City	Stamford State/Province/Territory: CT Zip/Postal Code: 06902
Country	US
Phone	(203) 992-4560
Type	Business
Description	
Address	690 Delaware Avenue
City	Buffalo State/Province/Territory: NY Zip/Postal Code: 14209
Country	US
Phone	(716) 882-5476
Type	Business
Description	
Address	235 East Jericho Turnpike
City	Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country	US

Phone	(516) 746-2350		
Type	Business		
Description			
Address	141-07 20th Avenue, Suite 503		
City	Whitestone	State/Province/Territory:	NY Zip/Postal Code: 11357
Country	US		
Phone	(718) 445-5295		
Type	Business		
Description			
Address	703 Lorimer Street		
City	Brooklyn	State/Province/Territory:	NY Zip/Postal Code: 11211
Country	US		
Phone	(718) 782-0267		
Type	Business		
Description			
Address	100 Duffy Avenue, Suite 402		
City	Hicksville	State/Province/Territory:	NY Zip/Postal Code: 11801
Country	US		
Phone	(516) 595-2900		
Type	Business		
Description			
Address	85 Allen Street, Suite 300		
City	Rochester	State/Province/Territory:	NY Zip/Postal Code: 14608
Country	US		
Phone	(585) 287-8833		
Type	Business		
Description			
Address	101 Hudson Street, 21st Floor		
City	Jersey City	State/Province/Territory:	NJ Zip/Postal Code: 07302
Country	US		
Phone	(732) 409-6953		
Type	Business		
Description			
Address	538 Spruce Street, Suite 506		
City	Scranton	State/Province/Territory:	PA Zip/Postal Code: 18503
Country	US		
Phone	(570) 963-7713		
Type	Business		
Description			
Address	529 Main Street, Suite 3303		
City	Boston	State/Province/Territory:	MA Zip/Postal Code: 02129
Country	US		
Phone	(617) 723-7100		
Type	Business		
Description			
Address	500 Washington Avenue		
City	Portland	State/Province/Territory:	ME Zip/Postal Code: 04103
Country	US		

Phone

(207) 582-2400

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	08/06/2016		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	07/22/2019

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Officer at:  
DiGiorgio Associates, Inc.  
DAI Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.



13. 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 an explanation of the circumstances and corrective action taken.

--

I, Michael Smith, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Smith, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Michael Smith, PE

Senior Vice President

Title

03/16/2020 01:01:17 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Peter J. Gerbasi, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	500 Washington Avenue
City	Portland State/Province/Territory: ME Zip/Postal Code: 04103
Country	US
Phone	(207) 582-2400

Type	Business
Description	
Address	One State Street Plaza, 28th Floor
City	New York State/Province/Territory: NY Zip/Postal Code: 10004
Country	US
Phone	(212) 563-0280

Type	Business
Description	
Address	101 Hudson Street, 21st Floor
City	Jersey City State/Province/Territory: NJ Zip/Postal Code: 07302
Country	US
Phone	(732) 409-6953

Type	Business
Description	
Address	703 Lorimer Street
City	Brooklyn State/Province/Territory: NY Zip/Postal Code: 11211
Country	US

<b>Phone</b>	(718) 782-0267		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	100 Duffy Avenue, Suite 402		
<b>City</b>	Hicksville	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11801
<b>Country</b>	US		
<b>Phone</b>	(516) 595-2900		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	85 Allen Street, Suite 300		
<b>City</b>	Rochester	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 14608
<b>Country</b>	US		
<b>Phone</b>	(585) 287-8833		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	538 Spruce Street, Suite 506		
<b>City</b>	Scranton	<b>State/Province/Territory:</b>	PA Zip/Postal Code: 18503
<b>Country</b>	US		
<b>Phone</b>	(570) 963-7713		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	529 Main Street, Suite 3303		
<b>City</b>	Boston	<b>State/Province/Territory:</b>	MA Zip/Postal Code: 02129
<b>Country</b>	US		
<b>Phone</b>	(617) 723-7100		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	690 Delaware Avenue		
<b>City</b>	Buffalo	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 14209
<b>Country</b>	US		
<b>Phone</b>	(716) 882-5476		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	235 East Jericho Turnpike		
<b>City</b>	Mineola	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11501
<b>Country</b>	US		
<b>Phone</b>	(516) 746-2350		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	141-07 20th Avenue, Suite 503		
<b>City</b>	Whitestone	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11357
<b>Country</b>	US		
<b>Phone</b>	(718) 445-5295		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	1266 E. Main Street, Soundview Plaza, Suite 700R		
<b>City</b>	Stamford	<b>State/Province/Territory:</b>	CT Zip/Postal Code: 06902
<b>Country</b>	US		

Phone

(203) 992-4560

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	09/24/2007		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	10/18/2016

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Officer at RLT Engineering, Geology and Land Surveying, PC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

\_\_\_\_\_

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Peter Gerbasi, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Peter Gerbasi, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Peter J. Gerbasi, PE

Senior Vice President

Title

03/16/2020 12:58:33 PM

Date



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Robert Kreuzer  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476

Other present address(es): 3 Aerial Way  
City: State/Province/Territory: Zip/Postal Code:  
Country:  
Telephone:

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	1 State Street Plaza, 28th Floor
City	New York State/Province/Territory: NY Zip/Postal Code: 10004
Country	US
Phone	(212) 563-0280

Type	Business
Description	
Address	141-07 20th Avenue, Suite 503
City	Whitestone State/Province/Territory: NY Zip/Postal Code: 11357
Country	US
Phone	(718) 445-5295

Type	Business
Description	
Address	690 Delaware Avenue
City	Buffalo State/Province/Territory: NY Zip/Postal Code: 14209
Country	US
Phone	(716) 882-5476

Type	Business
Description	
Address	235 East Jericho Turnpike
City	Mineola State/Province/Territory: NY Zip/Postal Code: 11501
Country	US

<b>Phone</b>	(516) 746-2350		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	703 Lorimer Street		
<b>City</b>	Brooklyn	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11211
<b>Country</b>	US		
<b>Phone</b>	(718) 782-0267		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	100 Duffy Avenue, Suite 402		
<b>City</b>	Hicksville	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 11801
<b>Country</b>	US		
<b>Phone</b>	(516) 595-2900		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	538 Spruce Street, Suite 506		
<b>City</b>	Scranton	<b>State/Province/Territory:</b>	PA Zip/Postal Code: 18503
<b>Country</b>	US		
<b>Phone</b>	(570) 963-7713		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	85 Allen Street, Suite 300		
<b>City</b>	Rochester	<b>State/Province/Territory:</b>	NY Zip/Postal Code: 14608
<b>Country</b>	US		
<b>Phone</b>	(585) 287-8833		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	101 Hudson Street, 21st Floor		
<b>City</b>	Jersey City	<b>State/Province/Territory:</b>	NJ Zip/Postal Code: 07302
<b>Country</b>	US		
<b>Phone</b>	(732) 409-6953		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	1266 E. Main Street, Soundview Plaza, Suite 700R		
<b>City</b>	Stamford	<b>State/Province/Territory:</b>	CT Zip/Postal Code: 06902
<b>Country</b>	US		
<b>Phone</b>	(203) 992-4560		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	529 Main Street, Suite 3303		
<b>City</b>	Boston	<b>State/Province/Territory:</b>	MA Zip/Postal Code: 02129
<b>Country</b>	US		
<b>Phone</b>	(617) 723-7100		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	500 Washington Avenue		
<b>City</b>	Portland	<b>State/Province/Territory:</b>	ME Zip/Postal Code: 04103
<b>Country</b>	US		

Phone

(207) 582-2400

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	09/01/2007		
(Other)			

Type	Description	Start Date
Other	Senior Vice President	04/07/2017

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Officer of RLT Engineering, Geology and Land Surveying, PC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

\_\_\_\_\_

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

\_\_\_\_\_

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Robert Kreuzer , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert Kreuzer , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Robert Kreuzer

Senior Vice President

Title

03/16/2020 01:00:25 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Rocco L. Trotta, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 3 Aerial Way  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 938-5476

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

Type	Business
Description	
Address	1266 E. Main Street, Soundview Plaza, Suite 700R
City	Stamford State/Province/Territory: <u>CT</u> Zip/Postal Code: <u>06902</u>
Country	US
Phone	(203) 992-4560

Type	Business
Description	
Address	101 Hudson Street, 21st Floor
City	Jersey City State/Province/Territory: <u>NJ</u> Zip/Postal Code: <u>07302</u>
Country	US
Phone	(732) 409-6953

Type	Business
Description	
Address	690 Delaware Avenue
City	Buffalo State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>14209</u>
Country	US
Phone	(716) 882-5476

Type	Business
Description	
Address	500 Washington Avenue
City	Portland State/Province/Territory: <u>ME</u> Zip/Postal Code: <u>04103</u>
Country	US

<b>Phone</b>	(207) 582-2400		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	141-07 20th Avenue, Suite 503		
<b>City</b>	Whitestone	<b>State/Province/Territory:</b> NY	<b>Zip/Postal Code:</b> 11357
<b>Country</b>	US		
<b>Phone</b>	(718) 445-5295		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	529 Main Street, Suite 3303		
<b>City</b>	Boston	<b>State/Province/Territory:</b> MA	<b>Zip/Postal Code:</b> 02129
<b>Country</b>	US		
<b>Phone</b>	(617) 723-7100		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	100 Duffy Avenue, Suite 402		
<b>City</b>	Hicksville	<b>State/Province/Territory:</b> NY	<b>Zip/Postal Code:</b> 11801
<b>Country</b>	US		
<b>Phone</b>	(516) 595-2900		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	538 Spruce Street, Suite 506		
<b>City</b>	Scranton	<b>State/Province/Territory:</b> PA	<b>Zip/Postal Code:</b> 18503
<b>Country</b>	US		
<b>Phone</b>	(570) 963-7713		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	One State Street Plaza, 28th Floor		
<b>City</b>	New York	<b>State/Province/Territory:</b> NY	<b>Zip/Postal Code:</b> 10004
<b>Country</b>	US		
<b>Phone</b>	(212) 563-0280		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	85 Allen Street, Suite 300		
<b>City</b>	Rochester	<b>State/Province/Territory:</b> NY	<b>Zip/Postal Code:</b> 14608
<b>Country</b>	US		
<b>Phone</b>	(585) 287-8833		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	235 East Jericho Turnpike		
<b>City</b>	Mineola	<b>State/Province/Territory:</b> NY	<b>Zip/Postal Code:</b> 11501
<b>Country</b>	US		
<b>Phone</b>	(516) 746-2350		
<b>Type</b>	Business		
<b>Description</b>			
<b>Address</b>	703 Lorimer Street		
<b>City</b>	Brooklyn	<b>State/Province/Territory:</b> NY	<b>Zip/Postal Code:</b> 11211
<b>Country</b>	US		



Phone

(718) 782-0267

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

President		Treasurer	
Chairman of Board	10/20/1997	Shareholder	10/20/1997
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

100% Sole Ownership

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Mr. Trotta is the principal owner of the following LiRo affiliated companies:

LiRo Program and Construction Management, PE P.C. - Common Ownership and Control

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. - Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) - Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. - Common Ownership and Control

LiRo GIS, Inc. - Common Ownership and Control

RLT Engineering, Geology and Land surveying, P.C. - Common Ownership and Control

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliated companies have numerous contracts with various Nassau County, Suffolk County, New York City and New York State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

0 File(s) Uploaded:

11. 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 an explanation of the circumstances and corrective action taken.

See attached

1 File(s) Uploaded: Question 11.pdf

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Rocco L. Trotta, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rocco L. Trotta, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

LiRo Engineers, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Rocco L. Trotta, PE

Chairman of the Board

Title

03/16/2020 12:54:52 PM

Date

**Question 11**



COUNTY OF NASSAU

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

1. Name of the Entity: LiRo Engineers, Inc.

Address: 3 Aerial Way

City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791

Country: US

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

3. Type of Business: Closely Held Corp (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):

1 File(s) uploaded Question 4.pdf

*No principals have been attached to this form.*

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.

If none, explain.

Rocco L. Trotta, PE, [REDACTED]

*No shareholders, members, or partners have been attached to this form.*

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.

See attached.

1 File(s) uploaded Question 6.pdf

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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:

Luis M. Tormenta, PE

Dated: 03/16/2020 12:51:46 PM

Title: Chief Executive Officer/President



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

Question 4

Rocco L. Trotta, PE, [REDACTED]

Luis M. Tormenta, PE, [REDACTED]

Lawrence Blond, PE, [REDACTED]

Michael Bailey, PE, 23 Cobblers [REDACTED]

Lawrence S. Roberts, [REDACTED]

Peter Gerbasi, PE, [REDACTED]

Robert Kreuzer, PE, [REDACTED]

Alfred C. Bereche, [REDACTED]

Michael Burton, PE, [REDACTED]

Robert Hutteman, PE, [REDACTED]

Joseph Grant, AIA, [REDACTED]

Michael Smith, PE, [REDACTED]

Joseph Massa, [REDACTED]

## Question 6

LiRo Program and Construction Management, PE P.C. - Common Ownership and Control

LiRo Architects + Planners, P.C. - Common Ownership and Control

LiRo Architects & Engineers West, P.C. – Common Ownership and Control

LiRo Architects & Engineers, P.C. (CT) – Common Ownership and Control

LiRo Architects & Engineers, P.C. (PA) - Common Ownership and Control

LiRo Program and Construction Management, Inc. - Common Ownership and Control

LiRo Constructors, Inc. – Common Ownership and Control

LiRo GIS, Inc. - Common Ownership and Control

Monitor Builders, Inc. – Common Ownership and Control

RLT Engineering, Geology and Land Surveying, P.C. – Common Ownership and Control

DAI, Inc. – Common Ownership and Control

DiGiorgio Associates, Inc. – Common Ownership and Control

James LaSala & Associates - Common Ownership and Control

None of the Affiliated Companies will be participating in the performance of the contract.

CONTRACT FOR SERVICES  
Construction Management and Inspection Services for Austin Blvd Safety Improvements  
Project H61103 PIN 0760.82

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) LiRo Engineers, Inc. having its principal office at 3 Aerial Way, Syosset, NY 11791 (the "Firm" or "CM" or "CM Firm" or "Contractor").

WITNESSETH:

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

WHEREAS, the CM Firm desires 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;

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate twenty-four (24) months later (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 Extended Construction and/or Post Construction Phase Services until project close-out, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services

(a) The specific work divisions and deliverables related to this project are described in and subject to the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Appendix "A". Services that were included in the firm's proposal shall be considered part of the Agreement and shall be provided, at the request of the Department.

3. Payment.

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

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a progress report, in a form satisfactory to the County, indicating the percentage and description of work completed, if applicable and other documentation satisfactory

to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

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

(a) **Copyrights.**

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

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

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

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

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

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

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

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

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

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

**7. Compliance with Law.**

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, 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 Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

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

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics") and will comply with all of its provisions.

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement.

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

#### **8. Minimum Service Standards.**

Regardless of whether required by Law:

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

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

#### **9. Indemnification; Defense; Cooperation.**

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

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

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



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

#### **10. Insurance.**

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

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

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

#### **11. Assignment; Amendment; Waiver; Subcontracting.**

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

#### **12. Termination.**

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

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

(b) By the 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) Contractor 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 A122, "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 with 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 convenience. 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 Thirty-Three dollars and no cents (\$ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the 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 venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the 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 venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

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

#### **23. Executory Clause.**

Notwithstanding any other provision of this Agreement:


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

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

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

**LiRo Engineers, Inc**

By:   
Name: MICHAEL ZAICE  
Title: EXEC VICE PRES  
Date: 11/30/2020

**SSAU COUNTY**

Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 30<sup>th</sup> day of January in the year 2020 before me personally came Michael Baitey to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Exec Vice President of Libo Engineers, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

DENISE L. MUXO  
NOTARY PUBLIC, State of New York  
No. 01MU6051939  
Qualified in Suffolk County  
Commission Expires December 11, 2022

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 the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County,

NOTARY PUBLIC

## Appendix "A"

### Scope of Services

H61103 CM P.L.N. 0760.82

#### Austin Blvd Safety Improvements

This agreement is for the Construction Management and Inspection Services for the Austin Blvd safety improvements project, which is to reconstruct the 1.4-mile stretch of Austin Boulevard to improve pedestrian and vehicle safety, drainage and increased storm resiliency in an effort to create a safer and more sustainable corridor. Roadway improvements include a southbound lane diet, reconfigured lane widths, raised and painted center medians, increased parking lane widths and new traffic signals with protected left turn phases at select intersections. Intelligent transportation systems including cameras, driver feedback signs for speed awareness and variable message signs will be installed along the corridor to facilitate daily traffic flow and emergency evacuations. Pedestrian improvements will include curb bulb outs, improved crosswalks and count down timers at all signalized intersections. Existing drainage problems will be eliminated in the Barnum Island area with the construction of a separate drainage outfall for Long Beach Road runoff. Additional drainage improvements will be incorporated into the reconfigured intersection at Austin Boulevard Vanderbilt Avenue /Broadway and other incidental work is to be expected as well in the Town of Hempstead. This project is subsidized with Federal Aid funds and therefore the appropriate NYSDOT inspection forms (MURK) and NYSDOT record keeping software (CEES, EBO) shall be utilized. All project documentation, policies and procedures shall follow the New York State Procedures for Locally Administered Federal Aid Projects Manual (PLAFAP).

The scope of services to be performed in the respective phases (which may overlap) is summarized below.

### **1. Construction Phase Services**

- 1.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project for which this agreement will be issued to provide CMI services. The Construction Phase will terminate upon final acceptance of the project in its entirety by the County. However, the contract will also require final inspection by NYSDOT Construction, as applicable for Federal Aid Projects. A punch list of items to be completed will be established, if necessary, and resolved. After punch list work is completed, the CM firm shall submit all necessary Close-out Documents to the County project manager as per Chapter 17 of the PLAFAP (LPM) manual to send to NYSDOT for its review and concurrence, as applicable for Federal Aid projects. Contract closeout is generally scheduled to be completed in 3 months following the completion of this project.
- 1.2 Pre & Post Construction Phase – The pre-construction phase shall include all the required documentation, insurance, safety and DBE/MBE/WBE/SDVOB utilization paperwork as well as the tracking, review and approval of proposed materials for the project. The contract award package must be submitted to NYSDOT Construction for its review and concurrence, as applicable for Federal Aid projects. The post construction phase shall include all supporting documentation and close out paperwork in accordance with Federal Aid policies and procedures. This includes Chapter 17 of the PLAFAP (LPM) manual for State Local Agreement Close Out, as applicable for Federal Aid projects.

- 1.3      General Construction Administration – The CM Firm shall provide administration of the Projects and shall administer all construction contracts on the County's behalf. The CM firm will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. The CM firm shall administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the users. The CM firm shall maintain competent full-time staff at the project site to administer the project, at all times work is being performed by CC. The CM firm shall furnish its staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, smart levels etc.
- 1.4      Site Conditions – As portions of the work become accessible, the CM firm shall promptly and diligently investigate existing conditions and report to the County Engineer/ Project Manager those conditions which differ substantially from the information contained in the Construction Documents. Special attention shall be paid to the Contractor's conformance with the various permits applicable to these projects. Collaboration by the CM firm with the County Engineer/ Project Manager will be required to ensure that all permit conditions are met and modifications to the Contract Documents are agreed upon, as needed.
- 1.5      Erosion and Sediment Control– The CM firm must make sure the contractor takes the responsibility for the temporary control of soil and water pollution that could potentially result from construction activities and shall be in accordance with Federal, State and Local regulations, as well as the Contract specifications and directions of the County representatives. At a minimum, the RE and Inspector shall hold a valid certification for NYSDEC 4-hour erosion & sediments control training. A diary shall be maintained indicating all necessary precautions have been taken to prevent contamination of waters and surrounding areas by slit, sediments, fuels, solvents, lubricants, epoxy coating, wet concrete, concrete leachate, washings from concrete equipment or any other pollutant associated with drilling and constructions procedures. (Specific reference is made to the New York State Department of Environmental Conservations' "Guidelines for Urban Erosion and Sediment Control", along with any subsequent updates.)
- 1.6      Quality Assurance – The CM firm shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of CC with respect to conformance to the Construction Documents. The CM firm shall provide and use necessary equipment for testing concrete (slump, air, etc.) and shall be responsible for acceptance of all materials in place. The CM firm shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing to be performed by Nassau County Laboratory and controlled inspection by county staff with the Work of the CC. The CM shall promptly notify the County Engineer/ Project Manager and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall implement correction/resolution. The CM shall track all defective and non-conforming Work through correction until final acceptance by the County.
- 1.6.1      Monitor Progress – The CM shall inspect and monitor the progress of the CC's work and prepare written daily reports including the RE's project diary and Inspector's daily reports (IDR) documenting the type and location of work performed, each contractor's labor and equipment, and all pertinent details relative to the progress of the Work. The CM shall augment the written reports with photographic documentation of the work in progress. Photographs are



required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. The CM firm shall pro-actively monitor the progress of the work, taking such steps (on behalf of the County) as are authorized under the CC contract, to ensure that the CC workforce is sufficient, and the Work is being diligently prosecuted in strict compliance with the contract documents.

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

1.6.3 CC Payment – The CM shall receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CC. The CM shall correlate CC payment requests with the progress of the work and take into account any deficiencies in the work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief; the work has progressed to the point indicated, and the quality of the work is in accordance with the Contract Documents. In addition, the CM shall track payments to the CC, document construction expenditures.

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

1.6.5 Reporting – The CM shall prepare bi-weekly written progress reports and digitally submit the same to the County, no later than one week from the due date. Such reports shall include the following information at a minimum:

- A. Executive Summary
- B. Progress Narrative – Supported by photographs and the project schedule updated to show progress
- C. Issues Report – Report on all critical and important issues, which require the attention of the County
- D. Change Orders – Log the status of change orders (e.g., potential,

- proposed, pending, processed)
- E. CC Payment Summary – Include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work or delay
- H. Attachments – Attach photographs, logs, reports, etc, which are germane to the Issues Report.
- I. Critical issues pertinent to the project.
- J. Accident report, if any and measures taken to stop recurrence.

1.6.6 Safety – The CM shall require each contractor to submit its safety program and shall serve a central role in dissemination of safety-related information to the CC. The CM shall verify and approve means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the Work of the CC as necessary. The CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. CM's effort shall include the following:

- A. The CM will review the CC Health and Safety program and inform the  
Departments Project Manager of its adequacy.
- B. CM firm's Safety Officer shall visit the site once per week, review the working conditions with the CC's designated site safety representative and provide a written report to NCDPW (copying the contractor and other project participants) within 24 hours of the field visit. The report shall identify any and all short comings and will follow up on any reported incidents.
- C. CM shall prominently post signage requiring that all visitors must check in with the Construction Manager before entering the site. CM shall maintain a log of all visitors and shall ensure that visitors wear the proper PPE during any such visit.
- D. CM shall attend CC's toolbox mtgs. to verify that these are being held and ensure that the CC adequately documents attendance. A copy of the toolbox meeting agenda and sign in will be kept for the Project record.
- E. In the event of an accident the CM firm shall submit to the Department within 24 hours a preliminary report and a final report within two weeks. The final report will include additional safety measures to help prevent reoccurrence
- F. CM's weekly safety reports shall be reviewed and discussed at all jobsite progress meetings. Discussion shall focus on correction of any deficiencies as well as safety during upcoming work on the look-ahead schedule.
- G. Administer CC's compliance with 10-hour OSHA training requirements and ensure site safety orientation is provided for all construction workers employed on the project.

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

1.6.8 Change orders/ Order on Contract – The CM is responsible for preparing, reviewing and recommending for approval of all Change Orders/ Order on Contracts. If NYSDOT requires any changes that are required to be signed by a P.E., for submission to NYSDOT for their concurrence, the CM firm will be responsible for preparing and signing the documents to be submitted to NYSDOT. The cost for this will be considered to be included in the firm's fees.

1.6.9 Scheduling – The CM shall, with the cooperation of the CC, prepare the Construction Schedule, if so, directed by the Commissioner or his/her representative. The Schedule shall be prepared using the critical path method and Primavera P6 (or later version) software and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CC's contract provisions. The CM shall evaluate the CC's request for extension of the Contract time and advise the County confidentially on the quantum and merits of such requests. If project requires the CC to submit schedule, the CM shall verify and accept baseline and monthly updates show progress. The CM shall compile 2 week look-ahead schedules from the Master Schedule and augment same with detail provided by the CC; review schedule updates as necessary to check changes and show the impact of changes to the critical path and completion milestones; confer with the CC and prepare recovery schedules, as needed; and the CM shall Prepare delay analysis and resolve dispute/delay claims.

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

1.6.11 Temporary Office – Engineers Field Office will be provided at the job site. However, the construction management firm shall provide a desk top computer for the use of Office Engineer in the field office. Fire-proof file cabinet storage and all other office furnishings will be provided by the General Construction Contractor for use in conjunction with this project.

1.6.12 CPM Schedule – Please refer to NYSDOT specification for CPM Schedule. All work shall be done accordingly.

## 2. Post-Construction Phase Services

- 2.1 Contract Closeout – The CM shall conduct final inspections of the completed projects with the County and assist the Engineer, who will prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. If the projects are completed in sections, then multiple final inspections may be needed. The CM shall Compile project's records and documents collected during the construction phase and review the as built drawings provided by the contractors and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Engineer for the preparation of record drawings. The firms selected to provide these services will each be awarded a two (2) year Agreement with the County, with a provision to extend this Agreement for Extended Construction and/or Post Construction Phase Services until project close-out of service.
- 2.2 Claims and Disputed Work – The CM shall promptly review CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. If the Work is disputed, the CM shall promptly refer the matter(s) under dispute to the County Engineer/ Project manager for interpretation, confer with the County Engineer/ Project Manager as required and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute, at the County's request, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase, and with the County's concurrence, prepare written response to CC's claims, incorporating the County Engineer's/ Project Manager's determination, where applicable.
- 2.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM firm to perform any act or render any services other than those of a professional Construction Manager / Inspector, as defined herein. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Designer.
- 2.4 Preparation of Contract Closeout Documentation – The CM firm shall complete all contract closeout documentation in accordance with Federal Aid policies and procedures and the NYS PLAFAP (LPM) manual. Specifically, the Close Out documents should include Section 17.2.1, 'Sponsor's Submission to the Region. In addition, the CM firm shall ensure that all files and documentation are complete and in order so that the County can maintain proper records in storage, as applicable for Federal Aid projects.

## 3. Additional Services

- 3.1 Extended Construction and/or Post Construction Phase Services – The CM firm shall provide hourly rates and multiplier for all staff assigned to the project. The hourly rates shall include all costs, including overhead and profit. These rates shall be the sole basis for additional compensation for extended construction and/or post construction phase staffing services, in accordance with Exhibit B, Part A.

3.2 Extra Services and Reimbursable Expenses as per the agreement and Exhibit B.

**4. Errors and Omissions**

4.1 Included: proposals shall include any service not indicated in this scope that the proposer deems necessary for the completion and administration of the work. Any service necessary for the completion of the work not related to those items covered under section 1, part 4.1 of this RFP shall be performed by the CM firm at no additional cost to the County.

## **Appendix "B"**

### **Payment Schedule**

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

#### **A. AMOUNT OF CONSIDERATION**

In consideration of all services, performed by the Firm (inclusive of sub-consultants, and all reimbursable expenses and additional/ extra services) under this Agreement, the County shall pay the Firm a total amount not to exceed two million one hundred forty-five thousand two hundred twenty nine dollars and eleven cents, (\$2,145,229.11) including allowance and 10% contingency. The Firm shall be compensated for such services by an amount equal to two and twentieth hundred (2.20) times the actual salaries or wages paid to the technical personnel engaged in this project exclusive of payroll taxes, insurance, and any and all fringe benefits. (Maximum allowable Multiplier 2.2 for resident engineer, office engineer, inspectors for their services and for any extra services. For extra services, prior approval needed from Commissioner or his or her duly designated deputy).

The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee salary increases within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. All overtime requests must be submitted to the Department for approval in advance. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred.

Notwithstanding the foregoing, the maximum billable rate, excluding Additional/ Extra Services, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and fifty dollars (\$150.00).

#### **B. REIMBURSABLE EXPENSES**

The following items are included in the Firm's fee, under the allowance, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner or his or her duly designated deputy 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:

- A. 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 Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.
- B. Direct reimbursement of site investigation, sub-surface exploration, utility location and mark-out services, and any other engineering related expenses as required.

## **C    ADDITIONAL/ EXTRA SERVICES**

(1) Additional / Extra Services. At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Additional/Extra Services under the allowance. The Firm shall not perform, nor be compensated for, additional/ extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Firm agrees to perform any such additional/ extra Services in accordance with the terms and conditions contained in this Agreement. For any additional/ extra services to be paid based on actual salaries, the CM firm shall be compensated for such services by an amount equal to two and twenty hundredths (2.20) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The CM firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate of one hundred seventy-five dollars (\$175.00) exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate for all technical personnel and principals after application of the multiplier, shall not exceed one hundred seventy- five dollars (\$175.00) under allowances per hour.

As used herein, "Additional/Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

Additional/ Extra services may include, but not limited to the following:

- (a) Engineering services for immediate corrective measures.
- (b) Construction related emergency services.

### (2) Payments to Firm When Services Are Compensated "On the Basis of Salary Multiplier"

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. The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. 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 working on all current County agreements with the Firm.

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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



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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and

shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general

circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime

contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Contract Appendix L  
Certificate of Compliance

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

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

Luis M. Tormenta, PE (Name)

3 Aerial Way, Syosset, NY 11791 (Address)

516-938-5476 (Telephone Number)

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

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

---

---

---

---

---

---

---

---

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

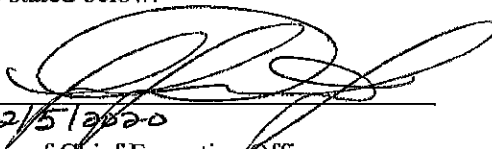
---

---

---

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

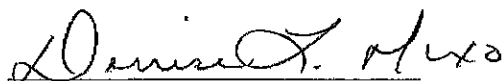
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

  
Dated 2/5/2020  
Signature of Chief Executive Officer

Luis M. Tormenta, PE  
Name of Chief Executive Officer

Sworn to before me this

5<sup>th</sup> day of February, 2020

  
Notary Public

DENISE L. MUXO  
NOTARY PUBLIC, State of New York  
No. 01MU6051939  
Qualified in Suffolk County  
Commission Expires December 11, 2022

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

**TO:** Saji Varughese, Construction Inspector II

**FROM:** Office of the Commissioner


**DATE:** November 15, 2017

**SUBJECT:** CSEA Sub-Contracting Approval  
**C17-114** – H61103 CM  
Construction Management and Inspection for Austin Boulevard Safety Improvements

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C17-114**.

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

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

  
Kenneth G. Arnold  
Assistant to Commissioner

KGA:las

c: Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
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:** November 3, 2017

**SUBJECT:** CSEA Notification of a Proposed DPW Contract Agreement  
 Proposed Contract Number: H61103CM Austin Boulevard Safety Improvements


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

1. DPW plans to recommend a contract/agreement for Construction Management and Inspection Service for DPW's Highway/Bridge Construction Group.
2. The work involves the following:

Provide one (1) resident engineer, one (1) office engineer and two (2) inspectors on an as-needed basis for construction management and inspection services for the Austin Boulevard safety improvement project. This CM team has to manage/inspect and coordinate with the Traffic Engineering Unit for all traffic signal equipment's installation and Water/Wastewater Engineering Unit for force main installation work at this work location. Since this is a Federally funded project, all the Construction Management staff are required to be well conversant with New York State Department of Transportation specifications, MURK, CEES and all other programs, as applicable. A concurrence by New York State Department of Transportation will also be necessary for the Construction Management staff. This project will be managed by the DPW's Construction Management Unit, Highway/Bridge Construction Group.

3. An estimate of the cost is: \$1,806,600.00
4. An estimate of the duration is: Twenty-four (24) Months.

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

  
 Kenneth G. Arnold  
 Assistant to Commissioner

KGa:RM:WSN:jld

- c: Christopher Fusco, Director, Office of Labor Relations  
 Ernst Bonaparte, Deputy, County Attorney  
 Rakhal Maitra, Deputy Commissioner of Public Works  
 William S. Nimmo, Deputy Commissioner of Public Works  
 Diane Pyne, Unit Head, Human Resources Unit  
 Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
 Loretta V. Dionisio, Hydrogeologist II  
 Jonathan Lesman, Management Analyst II  
 Saji Varughese, Construction Inspector II.





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

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

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

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

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


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

Michael Bailey, PE

01/30/2020

Name and Title of Authorized Representative

m/d/yy

  
Signature

01/30/2020

Date

The LiRo Group

Name of Organization

3 Aerial Way Syosset, NY 11791

Address of Organization

### Instructions for Certification

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2020

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

<b>PRODUCER</b> Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Suite 700 Uniondale NY 11553	<b>CONTACT NAME:</b> Connor Baker <b>PHONE (A/C, No, Ext):</b> (516) 414-8900 <b>E-MAIL ADDRESS:</b> Connor.Baker@alliant.com <b>FAX (A/C, No):</b>														
<b>INSURED</b> LIRo Engineers, Inc. 3 Aerial Way Syosset NY 11791	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B: Crum &amp; Forster Indemnity Company</td><td>31348</td></tr><tr><td>INSURER C: Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER D: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER E: Berkley Assurance Company</td><td>39462</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Crum & Forster Indemnity Company	31348	INSURER C: Arch Specialty Insurance Company	21199	INSURER D: Evanston Insurance Company	35378	INSURER E: Berkley Assurance Company	39462	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Insurance Company	16535														
INSURER B: Crum & Forster Indemnity Company	31348														
INSURER C: Arch Specialty Insurance Company	21199														
INSURER D: Evanston Insurance Company	35378														
INSURER E: Berkley Assurance Company	39462														
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 558714689

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 5834596-07	11/1/2019	11/1/2020	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1337467086	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UXP103444400 MKLV1EUE100563 AEC 5835019-07	11/1/2019 11/1/2019 11/1/2019	11/1/2020 11/1/2020 11/1/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	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	Y	WC 5834597-07	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E A	Pollution/Professional Liability Valuable Papers	Y Y	Y Y	PCAB60109081119 CPP 1074963-02	11/1/2019 11/1/2019	11/1/2020 11/1/2020	Occ./Agg. Limit: \$5,000,000 \$5,000,000

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

Re: Construction Management and Inspection Services for Austin Blvd Safety Improvement  
Nassau County is included as Additional Insured as respects Liability arising out of work performed by the Named Insured as required by written contract. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION 30 Days Notice of Cancellation**

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.



**ZURICH**

## **Additional Insured – Automatic – Owners, Lessees Or Contractors**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5834596-07	11/01/2019	11/01/2020	11/01/2019			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** LIRO ENGINEERS, INC.

**Address (Including ZIP Code):**

3 AERIAL WAY

SYOSSET, NY 11791

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D. For the purposes of the coverage provided by this endorsement:**

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION THAT IS INSURED UNDER THIS POLICY AND  
REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT  
OR AGREEMENT WITH A NAMED INSURED THAT IS EXECUTED PRIOR TO THE  
ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.


The following is added to Paragraph 8. **Transfer Of  
Rights Of Recovery Against Others To Us** of Section  
IV – Conditions:

We waive any right of recovery we may have against  
the person or organization shown in the Schedule  
above because of payments we make for injury or  
damage arising out of your ongoing operations or  
"your work" done under a contract with that person  
or organization and included in the "products-  
completed operations hazard". This waiver applies  
only to the person or organization shown in the  
Schedule above.

## M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: LiRo Engineers, Inc. Federal Identification Number: 13-1974950  
Address: 3 Aerial Way Solicitation Number: PW-H61103 CM  
City, State, Zip Code: Syosset, NY 11791 Telephone Number: 516-938-5476  
Region/Location of Work: CM and Inspection Services M/WBE Goals in the Contract: MBE 10% WBE 10%  
Austin Blvd Safety Improvements

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract
A. CSM Engineering P.C. (M/W/DBE) 626 RXR Plaza, Uniondale, NY 11556 516-378-4887, cshah@csmengengineering.com	NYS ESD CERTIFIED <input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	11-3489050	Inspection	\$ 429,045.82 Date - TBD
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).				
PREPARED and APPROVED BY: Michael Bailey, PE			REVIEWED BY: DATE:	
NAME AND TITLE OF PREPARER (Print or Type): Michael Bailey, PE, Sr. Vice President			UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date:	
Signature:  Authorized Signature			Contract No:	
DATE: January 31, 2020			Contract Award Date:	
TELEPHONE NO: 516-938-5476			Estimated Date of Completion:	
EMAIL ADDRESS: bailey@m@liro.com			Amount Obligated Under the Contract:	
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 16-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.			NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	
			NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	

E-60-20  
Additional Backup



## REQUEST TO INITIATE

RTI Number 17-0324R

## 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 OrderProject Title: Aston Blvd Construction MgmtDepartment: Public Works Project Manager: Sgt. Varghese Date: 8-15-20Service Requested: Provide CM SERVICES

Justification:

Requested by: DPV Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) 1,806,600  
Circle appropriate phaseTotal Project Cost: \$18mil

Includes, design, construction and CM

Date Start Work: Asp  
Phase being requestedDuration: 2 yrs  
Phase being requestedCapital Funding Approval: YES ☒ NO ☐ [Signature]  
SIGNATURE DATEFunding Allocation (Capital Project): 61103  
See Attached Sheet if multiyear ☐NIFS Entered: NA  
SIGNATURE DATEAIM Entered: [Signature]  
SIGNATURE DATEFunding Code: -000  
use this on all encumbrancesTimesheet Code: 17-0324  
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or Environmental Assessment Form Required ☐  
Supplemental Environmental DocumentationDepartment Head Approval: YES ☒ NO ☐ [Signature]  
SIGNATUREDCE/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 \_\_\_\_\_

Version January 2014

SV

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

**TO:** Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** January 23, 2020

**SUBJECT:** Construction Management and Inspection Services -- Highway/Bridge Agreement H61103CM; PIN 0760.82  
Recommendation of Firms  
Construction Management/Inspection Services (CMI) for Proposed Austin Boulevard Safety Improvements

The Department of Public Works intends to procure a firm to perform Construction Management and Inspection Services for the proposed Austin Boulevard Safety Improvements project. Up to eighty percent (80%) of the project costs, including Construction Management and Inspection Services may be reimbursed by Federal Funds. The estimated cost of this agreement is \$2,145,229.11 and it is expected to be completed in twenty-four (24) months, including project closeout time.

The technical proposals were evaluated by professional staff within the Department by, Elisa Picca, Chief Deputy Commissioner, Harold T. Lutz, Director of Traffic Engineering, Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction, and Sheila M. Dukacz, Unit Head, Traffic Signal Construction and Operations Unit. The results of the Technical Evaluation including Cost Proposals are as follows:

Firm Name	Original Tech Proposal Score	Rank	Proposed Fees *	Proposed Fees after BAFO	Cost of Work Assignment **
LiRo Engineering	88.50	1	\$2,016,379.14	\$1,950,208.28	\$2,145,229.11
Nelson and Pope Engineers	78.00	2	\$1,919,336.32		
Hardesty and Hanover	73.00	3			
Cameron Engineering	71.75	4			
Afridi - Lozier JV	64.00	5			

\* Proposed Fee is based on hourly rates for a Resident Engineer, Office Engineer, two inspectors' times a multiplier for the anticipated project duration plus \$200,000.00 construction related engineering services.

\*\* Including a ten (10%) percent contingency.

When the Technical Selection Committee scored all the proposals that were submitted by the firms, LiRo Engineers received the highest technical score of 88.50. Nelson and Pope Engineers received the second ranking with a score of 78.00. Hardesty and Hanover, Cameron Engineering and Afridi -Lozier joint Venture received very low scores.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

January 23, 2020

Page 2

SUBJECT: Construction Management and Inspection Services – Highway/Bridge Agreement H61103CM; PIN 0760.82  
Recommendation of Firms  
Construction Management/Inspection Services (CMI) for Proposed Austin Blvd Safety Improvements

Therefore, the committee opened the cost proposals from only the two top firms, to see who would present the best value to the County. The proposed cost from LiRo Engineers was higher than the proposed cost from Nelson and Pope Engineers, but LiRo's proposed team had better experience on similar construction-projects and a much higher technical score.

So, the committee decided to request that LiRo Engineers give their Best and Final Offer (BAFO), which is in compliance with Federal Aid Guidelines for projects that are reimbursable with Federal funding. As they received the best technical score, and their BAFO was acceptable, the committee recommends this agreement with LiRo Engineers as the best value to the County, due to the qualifications, excellent experience and intimate familiarity with same scope of work.

LiRo Engineer's and their subconsultant's team represents a well-rounded combination of expertise and holds the proper licenses and certifications for this task. Furthermore, it is the Department's recommendation for *LiRo Engineers* to provide the *Resident Engineer, Office Engineer, two Inspectors for this project.*

Funding for these professional services is available under Capital Projects 61103. There is potential for Federal reimbursement up to eighty percent (80%).

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



Kenneth G. Arnold  
Commissioner

KGA:RM;jd

c: Elisa Picca, Chief Deputy Commissioner  
Rakhal Maitra, Deputy Commissioner  
Roseann D'Alleva, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Harold T. Lutz, Director Traffic Engineering  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Sheila Dukacz, Unit Head, Traffic Signal Construction and Operations Unit  
Saji Varughese, Project Manager II

APPROVED:

  
Brian J. Schneider      Date 1/23/2020  
Deputy County Executive

DISAPPROVED:

\_\_\_\_\_  
Brian J. Schneider      Date  
Deputy County Executive



E-62-20

**NIFS ID:CFPW20000005 Department: Public Works****Capital: X****SERVICE: Design Services-Resurfacing Phase 54-H61587-54C****Contract ID #:CFPW20000005****NIFS Entry Date: 15-JAN-20****Term: from to**

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

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

<b>Vendor Info:</b>	
Name: Louis K McLean Associates Engineers & Surveyors, PC	Vendor ID#: [REDACTED]
Address: 437 South Country Road  Brookhaven, NY 11719	Contact Person: Raymond DiBiase  Phone: 631-286-8668

<b>Department:</b>
Contact Name: Daniel Wong
Address: NCDPW  1194 Prospect Avenue  Westbury, NY 11590  Phone: 516-571-6886

**Routing Slip**

Department	NIFS Entry: X	15-JAN-20 -- EKOBEL
Department	NIFS Approval: X	15-JAN-20 -- RDALLEVA
DPW	Capital Fund Approved: X	15-JAN-20 -- RDALLEVA
OMB	NIFA Approval: X	17-JAN-20 -- CNOLAN
OMB	NIFS Approval: X	17-JAN-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	16-JAN-20 -- AAMATO
County Atty.	Approval to Form: X	16-JAN-20 -- NSARANDIS

CPO	Approval: X	10-FEB-20 -- KOHAGENCE
DCEC	Approval: X	13-FEB-20 -- JCHIARA
Dep. CE	Approval: X	14-FEB-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	27-FEB-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> To retain professional engineering services for the design of resurfacing phase 54. Phase 54 includes Wantagh Avenue from Hempstead Turnpike to Park Avenue. These services include evaluating the condition of all existing curbs, curb ramps and driveway aprons and propose repairs/replacements of deteriorated cross-section elements. Services also include addressing drainage issues and repairing/replacing deteriorated concrete, among other responsibilities.
<b>Method of Procurement:</b> Procurement through an RFP was processed in accordance with DPW procedures for retaining professional services. RFP was issues 2/26/19 and the bids were due on 4/5/19. There were a total of seven bids received, with LKMA offering the best value to the County
<b>Procurement History:</b> Standard Nassau County Agreement format utilized. eProcure: 2/26/19 - 4/5/19 Newsday: 2/26/2019 NYS Contract Reporter: 2/26/2019 - 3/29/19
<b>Description of General Provisions:</b> The Request for Proposal (RFP) was prepared in conformance with the Departments Policy for assessing understanding, technical approach, statement qualification, firm capability and past relevant experiences. The RFP was posted on the Countys website utilizing E-Procure, New York State Contract Reporter and in Newsday. LKMA was technically ranked number two among the submittals from the seven firms. It was determined that the highest ranking firm did not take into consideration work associated widening and implementation of necessary traffic safety improvements. LKMA's staff and experience will provide the best value to the County. The proposed fee of \$585,000 represents a fair fee for the proposed services.
<b>Impact on Funding / Price Analysis:</b> The maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not to exceed Five Hundred Eighty Five Thousand Dollars (\$585,000.00). Funds are available in capital project 61587. This contract currently has a 9% MWBE utilization
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		1	PWCAPCAP/61587/054/00002	\$ 585,000.00
Control:	61	Contract:				\$ 0.00
Resp:	587	County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:	CF					

Project #:	61587	State	\$ 0.00			\$ 0.00
Detail:	054	Capital	\$ 585,000.00			\$ 0.00
<div>RENEWAL</div> <div>% Increase</div> <div>% Decrease</div>		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 585,000.00		TOTAL	\$ 585,000.00

RULES RESOLUTION NO.     – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOUIS K. MCLEAN ASSOCIATES ENGINEERS & SURVEYORS, P.C.

WHEREAS, the County has negotiated a personal services agreement with Louis K. McLean Associates Engineers & Surveyors, P.C. for the development of various reports and performing various services in connection with Resurfacing Phase 54, 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 Louis K. McLean Associates Engineers & Surveyors, P.C.

65 & 01 01 111

21/01/2020 10:30:00  
21/01/2020 10:30:00

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: Louis K McLean Associates Engineers & Surveyors, PC

2. Dollar amount requiring NIFA approval: \$585000

Amount to be encumbered: \$585000

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: 3 years from date of execution

Has work or services on this contract commenced? Y \_\_\_\_

If yes, please explain:

4. Funding Source:

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

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

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? Y

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

To retain professional engineering services for the design of resurfacing phase 54. Phase 54 includes Wantagh Avenue from Hempstead Turnpike to Park Avenue.

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.

CNOLAN

17-JAN-20

**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.**

Jack Schnirman  
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:** Louis K McLean Associates Engineers & Surveyors, PC

**CONTRACTOR ADDRESS:** 437 South Country Road, Brookhaven NY 11719

**FEDERAL TAX ID #:** [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on 2/26/19 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 4/5/19 [date]. 7 [state #] proposals were received and evaluated. The evaluation committee consisted of: Rakhal Maitra, P.E., Deputy Commissioner; Richard Iadevaio, Jr., Superintendent of Highway & Construction; Harold T. Lutz, P.E., Director of Traffic Engineering and Garry Desyr, Civil Engineer II

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

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

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

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

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

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

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

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

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

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

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

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

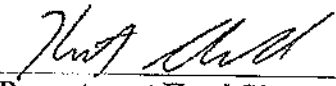
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

  
Department Head Signature

  
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☒ NO ☐ If yes, to what campaign committee?

County Exec Mangano, County Exec Laura Curran, Controller Jack Schnirman, Nassau County Republican Committee

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.

Electronically signed and certified at the date and time indicated by:  
Robert A. Steele, PE [RSTEELE@LKMA.COM]

Dated: 10/11/2019 08:54:19 AM

Vendor: Louis K McLean Associates Engineers &  
Surveyors, PC

Title: Executive VP, Secretary, Treasurer



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 the last page 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?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:  
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

Dated: 09/09/2019 10:59:15 AM

Vendor:

Louis K McLean Associates Engineers  
& Surveyors, PC

Title:

President/CEO

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

**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: Raymond DiBiase  
Date of birth: [REDACTED]  
[REDACTED]  
[REDACTED]  
Business Address: 437 South Country Road  
City: Brookhaven State: NY Zip Code: 11719  
Telephone: (631) 286-8668  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  

President	<u>01/01/2018</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>01/01/1995</u>
Chief Exec. Officer	_____	Secretary	<u>01/01/2002</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details.  
partial owner - 86%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_
5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
  - Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
  - Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
  - Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
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?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
  - Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
  - Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
  - 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
  - In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.
11. 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 an explanation of the circumstances and corrective action taken.
12. 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 an explanation of the circumstances and corrective action taken.
13. 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 an explanation of the circumstances and corrective action taken.

I, Raymond DiBiase, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Raymond DiBiase, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Louis K McLean Associates Engineers & Associates, PC  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Raymond G. DiBiase, PE [RDIBIASE@LKMA.COM]

President / CEO  
Title

10/11/2019 09:09:28 AM  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Robert A Steele, PE  
Date of birth: [REDACTED]  
[REDACTED]  
[REDACTED]  
Business Address: 437 South Country Road  
City: Brookhaven State: NY Zip Code: 11719  
Telephone: (631) 286-8668  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  

President	_____	Treasurer	<u>01/01/2018</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>01/01/2018</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/01/2018</u>		
(Other)	_____		
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details.  
14%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_
5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
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?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Robert A. Steele, PE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert A. Steele, PE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

#### **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.

Louis K McLean Associates Engineers & Surveyors, PC

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Robert Steele, PE [RSTEELE@LKMA.COM]

Executive VP, Secretary/Treasurer

Title

10/11/2019 08:59:30 AM

Date



### Business History Form

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

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

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

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

Date: 09/09/2019

- 1) Proposer's Legal Name: Louis K McLean Associates Engineers & Surveyors, PC
- 2) Address of Place of Business: 437 South Country Road  
City: Brookhaven State: NY Zip Code: 11719
- 3) Mailing Address (if different): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Does the business own or rent its facilities? Own \_\_\_\_\_ If other, please provide details: \_\_\_\_\_
- 4) Dun and Bradstreet number: 125571166
- 5) Federal I.D. Number: 112667189
- 6) The proposer is a: Corporation (Describe) \_\_\_\_\_
- 7) Does this business share office space, staff, or equipment expenses with any other business?  
YES ☐ NO ☒ If yes, please provide details: \_\_\_\_\_
- 8) Does this business control one or more other businesses?  
YES ☐ NO ☒ If yes, please provide details: \_\_\_\_\_
- 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, please provide details: \_\_\_\_\_
- 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, an explanation of the circumstances and corrective action taken.  

---
- 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, an explanation of the circumstances and corrective action taken.  

---
- 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 investigation, an explanation of the circumstances and corrective action taken.  

---
- b) Any misdemeanor charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  

---
- 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 investigation, an explanation of the circumstances and corrective action taken.  

---
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  

---
- e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  

---
- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  

---
- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable

federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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.  
We would notify the County if we became aware of any conflicts of interest or appearance of a conflict. For a construction inspection project we would also notify the County if we had a conflict of interest with the contractor performing the work.

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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;  
01/01/1959
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.  
see attachment
- iii) Name, address and position of all officers and directors of the company. If none, explain.  
see attachment
- iv) State of incorporation (if applicable);  
NY
- v) The number of employees in the firm;  
93
- vi) Annual revenue of firm;  
13000000
- vii) Summary of relevant accomplishments  
see attachment

B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.  
 see attachment
- 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 SCDPW  
 Contact Person William Hillman, PE  
 Address 335 Yaphank Avenue  
 City Yaphank State NY  
 Telephone (631) 852-4002  
 Fax #  
 E-Mail Address william.hillman@suffolkcountyny.gov

Company NYSDOT  
 Contact Person Ken Murphy, PE  
 Address 250 Veterans Highway  
 City Hauppauge State NY  
 Telephone (631) 952-6654  
 Fax #  
 E-Mail Address ken.murphy@dot.ny.gov

Company LIRR  
 Contact Person Gus DaSilva  
 Address 8840 164th Street  
 City Jamaica State NY  
 Telephone (718) 558-3731  
 Fax #  
 E-Mail Address gdasilva@lirr.org

I, Raymond DiBiase, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Raymond DiBiase, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

#### **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.

Name of submitting business: Louis K McLean Associates Engineers & Surveyors, PC

Electronically signed and certified at the date and time indicated by:  
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

President/CEO

Title

10/09/2019 01:13:12 PM

Date

## **Vendor Disclosure Statement Information**

### **Table of Organization**

#### **Officers – 5% or more:**

Raymond G. DiBiase, P.E. (86)  
President and Chief Executive Officer

[REDACTED]

Robert A. Steele, P.E. (14)  
Executive Vice-President and Secretary/Treasurer

[REDACTED]

#### **Shareholders:**

Raymond G. DiBiase, P.E.  
Robert A. Steele, P.E.

#### **Board of Directors:**

Raymond G. DiBiase, P.E., President  
Robert A. Steele, P.E., Vice-President and Secretary/Treasurer  
Tamara L. Stillman, P.L.S., Assistant Secretary

#### **Counsel:**

L'Abbate, Balken, Colavita & Contini, LLP

[REDACTED]

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

LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS PC  
437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2018 TO 12/31/2020.



*Maryellen Elia*  
MARYELLEN ELIA  
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
0014413

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

LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS PC  
437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD  
08/01/2017 TO 07/31/2020.



*Maryellen Elia*  
MARYELLEN ELIA  
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
0014047



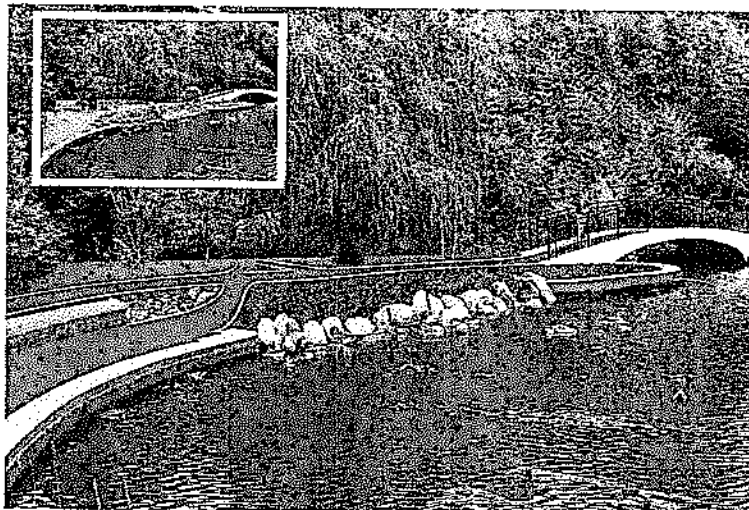
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

## PROJECT NAME: SILVER LAKE DRAINAGE IMPROVEMENTS STUDY

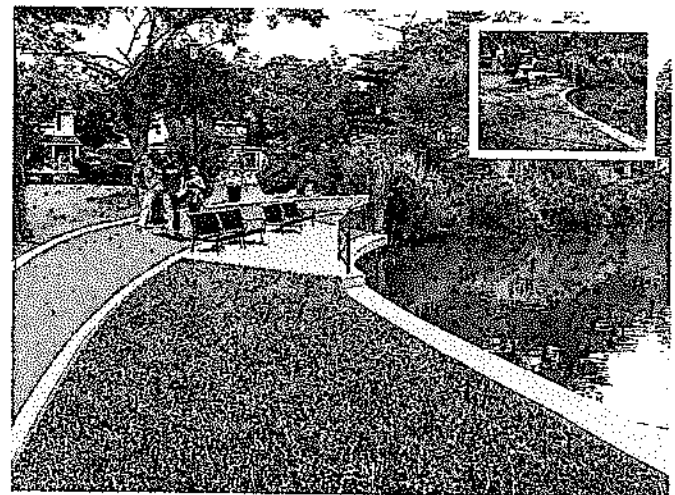
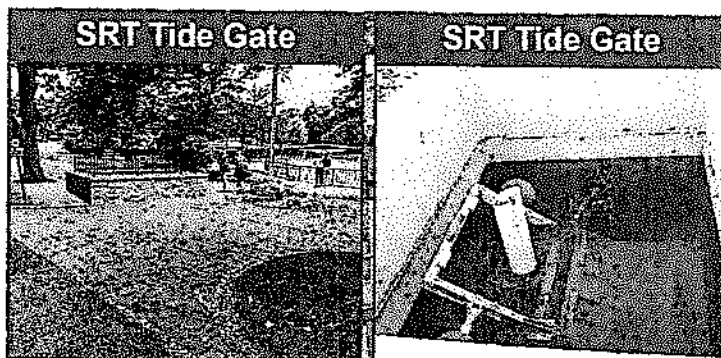
CLIENT REFERENCE: SEAN SALLIE  
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
516-571-9342



In 2018, the LKMA completed the Technical Design Report and the 30% Design Plans for the Silver Lake Drainage Improvements Project. This project required an extensive drainage inventory of the upland 2,675 acre watershed as well as creation of a drainage model that would analyze the existing drainage conditions and provide flood mitigation solutions that would fit into the County's limited funds for the project (\$1.7 million). As a result of both the drainage study and heavy community participation, LKMA developed four high priority projects that will significantly reduce the occurrence of flooding, improve water quality and improve the overall aesthetics of the park.



- GOSR FUNDED
- STORMWATER MODELING
- HIGHWAY DRAINAGE
- 2018 COMPLETION
- \$1.7 MILLION (EST CONSTRUCTION)



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE, NY 11801  
(631) 286-8668

[WWW.LKMA.COM](http://WWW.LKMA.COM)







TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

## PROJECT NAME: BARNUM ISLAND / HARBOR ISLE DRAINAGE STUDY

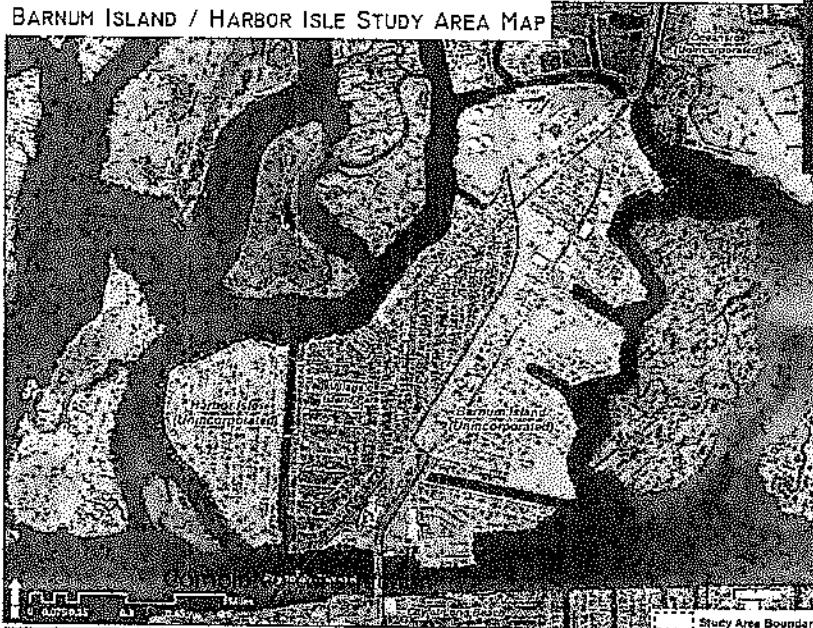
CLIENT REFERENCE: SEAN SALLIE  
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS  
516-571-9342



LKMA was the Lead Consultant for this Governor's Office of Storm Recovery (GOSR)-funded project to investigate existing stormwater deficiencies within the Hamlets of Barnum Island and Harbor Isle, located in the Town of Hempstead; and identify flood reduction projects that, when implemented, will address the existing stormwater deficiencies. During the study phase of this project, the design team coordinated its efforts with the local municipalities including the Town of Hempstead, the Village of Island Park and Nassau County, and held meetings with community groups, including the Island Park Civic Association and the NYRCR Barnum Island/Oceanside/the Village of Island Park/Harbor Isle Committee. The study evaluated the functionality of eleven (11) different drainage systems with outfalls located on Harbor Isle and thirty (30) drainage systems with outfalls located on Barnum Island. Proposed alternative improvements were developed to identify upgrades to the existing drainage infrastructure to accommodate the design criteria's rainfall and tidal events. An important aspect of the study was the prioritization of the proposed drainage improvement project locations, taking into consideration key variables such as magnitude of flooding, number of homes affected, significance of location (i.e. evacuation routes, schools, emergency services), cost and green infrastructure implementation. Proposed solutions include road raisings, check valves, and drainage system capacity improvements.

- GOSR FUNDED
- STORMWATER MODELING
- HIGHWAY DRAINAGE
- 2017 COMPLETION
- \$10.5 MILLION (EST CONSTRUCTION)

BARNUM ISLAND / HARBOR ISLE STUDY AREA MAP



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

WWW.LKMA.COM





## PROJECT NAME: NYS ROUTE 110 RECONSTRUCTION DRAINAGE IMPROVEMENTS, HUNTINGTON



CLIENT REFERENCE: GLENN MURRELL, PE  
NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
631-952-6018

This project evaluated the development of feasible alternatives for roadway and significant drainage improvements on a 0.9 mile section of NYS Route 110 (New York Avenue) in the vicinity of Huntington Harbor, and developed plans for construction. The project area suffers from several contributing factors that create a complex flooding situation, including low and nearly flat elevations of the roadway; steep grade of the surrounding area; a 3,500 acre watershed area; high groundwater table; influence of tidal action due to proximity of the Huntington Bay; and significant development of the area and the stream parallel to Rte. 110.

Hydraulic and hydrologic modeling of the large urban watershed was performed using the USEPA SWMM program and an evaluation of stormwater treatment Best Management Practices was conducted. An innovative drainage solution, including upgrading the capacity of a parallel creek to accommodate stormwater flows, was developed. The project was awarded an "Evergreen" rating—the highest possible rating under NYSDOT's (Green Leadership In Transportation Environmental Sustainability), a transportation environmental sustainability rating program.

### WET POND—STORMWATER TREATMENT



- HYDRAULIC/HYDROLOGIC MODELING
- USEPA SWMM PROGRAM
- AWARDED "EVERGREEN" RATING
- 2014 COMPLETION
- \$21,000,000

### PRE-CONSTRUCTION FLOODING



### ENVIRONMENTALLY FRIENDLY TIDE GATES



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE, NY 11801  
(631) 286-8668

WWW.LKMA.COM





TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

## PROJECT NAME: 'PATH TO THE PARK' SHORELINE IMPROVEMENTS IN SOUTH VALLEY STREAM

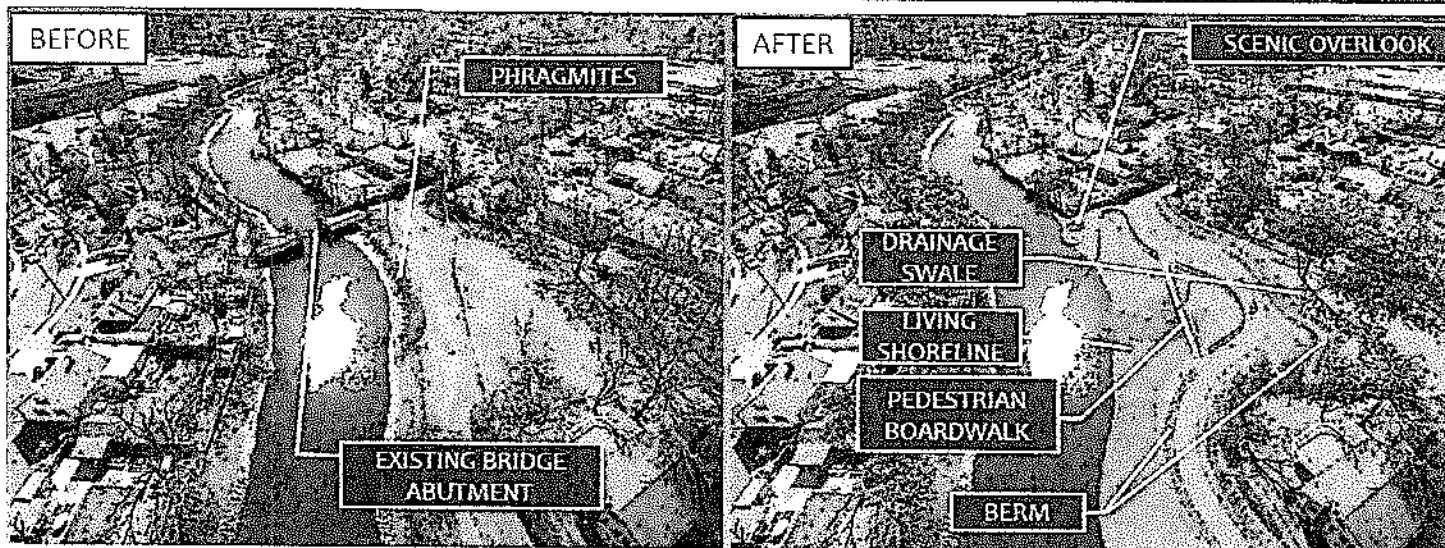
CLIENT REFERENCE: JEFFEREY TIERNEY  
DEPUTY COMMISSIONER / DEPARTMENT OF ENGINEERING  
TOWN OF HEMPSTEAD  
516-812-3483



LKMA is the Lead Consultant for this Governor's Office of Storm Recovery (GOSR)-funded project to restore the natural shoreline along Valley Stream from Cloverfield Road north to Mill Road and the adjacent 2,000 foot Path to the Park. A second component of this project is the replacement of the existing deteriorated timber bulkhead at Brook Road Park with a vinyl bulkhead anchored with helical earth anchors. The overall concept of the project is to remove invasive plant species and plant native wetland species that will create a living shoreline that utilizes a combination of both green and hardened features to re-establish the park's shorelines at a higher and more flood resilient elevation.

All proposed upland and wetland plantings were native plant species. Other improvements at the park includes the design of a scenic overlook, pedestrian boardwalk pollinator garden, kayak launch, osprey's nest and pocket-park.

- NYSGOSR
- TIMBER BULKHEAD REPLACEMENT
- WETLAND SPECIES
- SCENIC OVERLOOK
- 2019 SCHEDULED COMPLETION
- \$3,300,000 CONSTRUCTION COST



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE-304  
HICKSVILLE NY 11801  
(631) 286-8668

WWW.LKMA.COM





TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

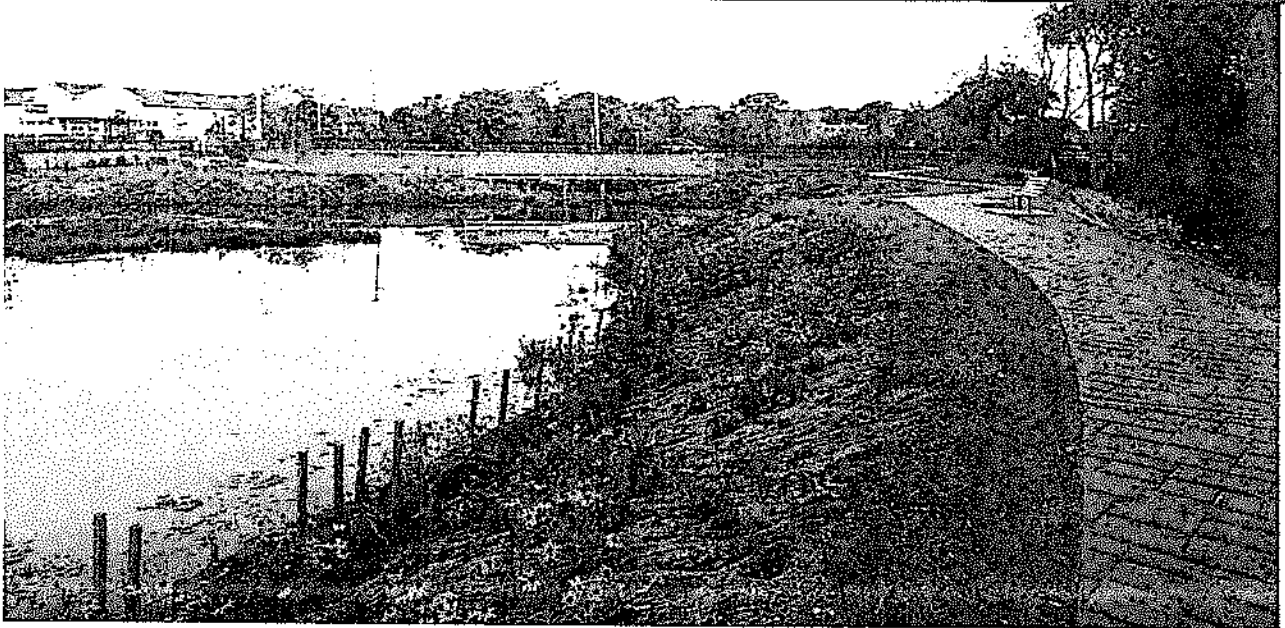
## PROJECT NAME: STORMWATER QUALITY IMPROVEMENTS NESSENGER CHEVROLET SITE

CLIENT REFERENCE: EDWARD MORRIS  
COMMISSIONER OF PARKS & RECREATION  
TOWN OF BROOKHAVEN  
631-451-6140



Under a NY State Environmental Facilities Corporation Grant, LKMA developed plans and procured environmental permits for stormwater quality improvements at the site of a former Chevrolet dealer in Patchogue. In addition to establishing a wet meadow for stormwater treatment prior to its entering the adjacent Swan River, a passive-use park was created which showcases a variety of green infrastructure technics with educational signing that explains the features and benefits of the project. Other green infrastructure practices installed include a parking lot and maintenance road constructed of permeable pavers and a bio-retention basin. As part of this project, the original streambed of the Swan River was re-shaped to form a more natural cross sectional geometry and invasive plant species were removed and replaced with native wetland species. Other amenities include an ADA-accessible walking path and significant landscaping.

- STORMWATER TREATMENT
- GREEN INFRASTRUCTURE
- ENVIRONMENTAL PERMITTING
- ADA COMPLIANCE
- LANDSCAPING
- 2017 COMPLETION
- \$1,000,000



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

WWW.LKMA.COM







TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

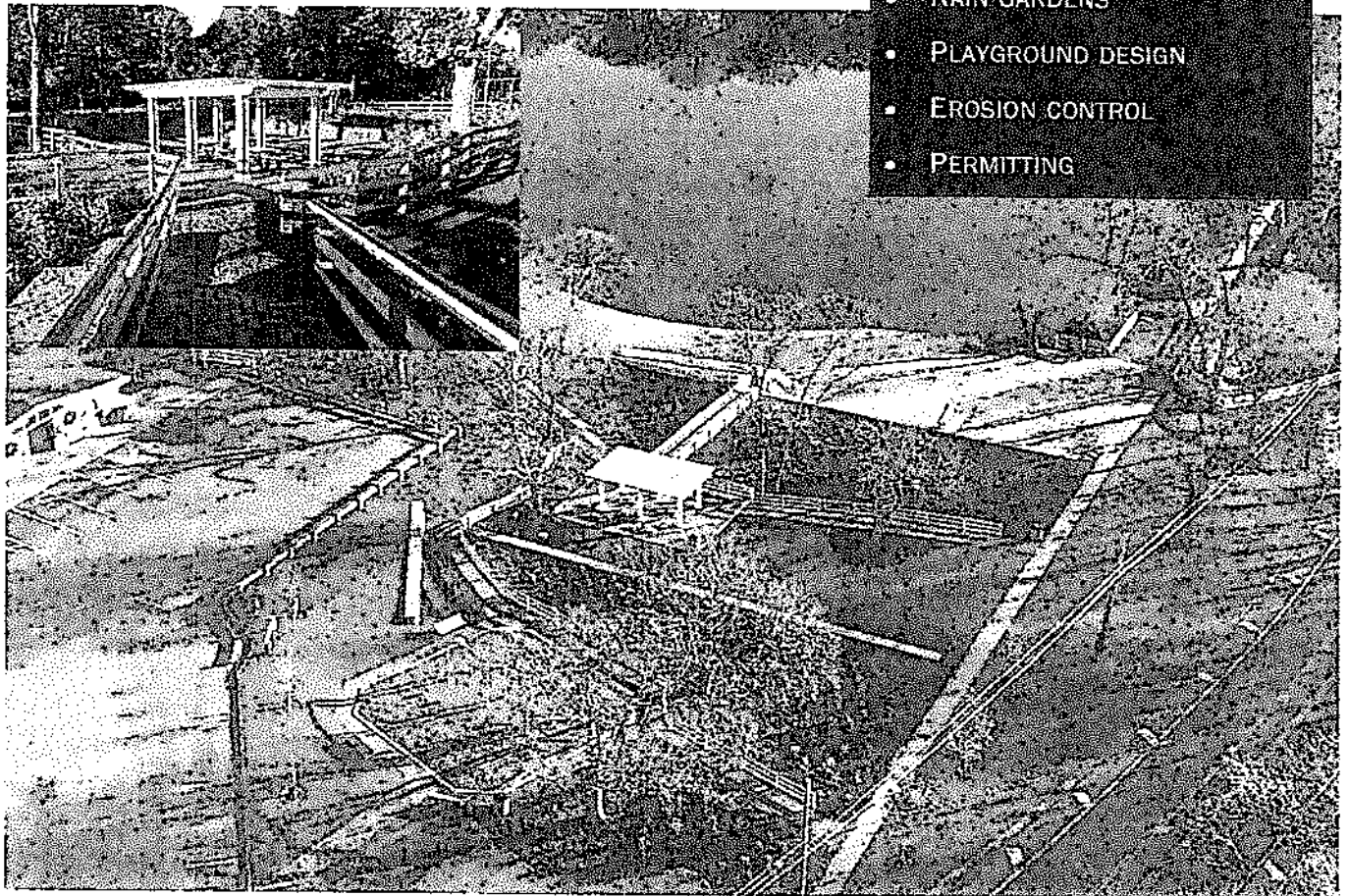
## PROJECT NAME: KALER'S POND SITE IMPROVEMENTS, MORICHES, NY

CLIENT REFERENCE: ED MORRIS, COMMISSIONER  
TOWN OF BROOKHAVEN DEPARTMENT OF PARKS & RECREATION  
631-451-6140



Design and permitting of new exterior site improvements to the existing grounds of the recreational facility in Moriches. The improvements were made along the existing sloped area between the existing comfort station building/parking lot and west edge of Kaler's Pond. The sloped area is difficult to vegetate and often is the subject of soil erosion. The improvements designed by LKMA included the construction of ramped paths, rain gardens and new playground areas that promote storm-water management, ADA accessibility and less maintenance to the park grounds. LKMA obtained the required environmental approvals from the NYSDEC's Freshwater Wetlands Division for the project. Project was completed in 2016.

- PARK DESIGN
- RAIN GARDENS
- PLAYGROUND DESIGN
- EROSION CONTROL
- PERMITTING



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

[WWW.LKMA.COM](http://WWW.LKMA.COM)



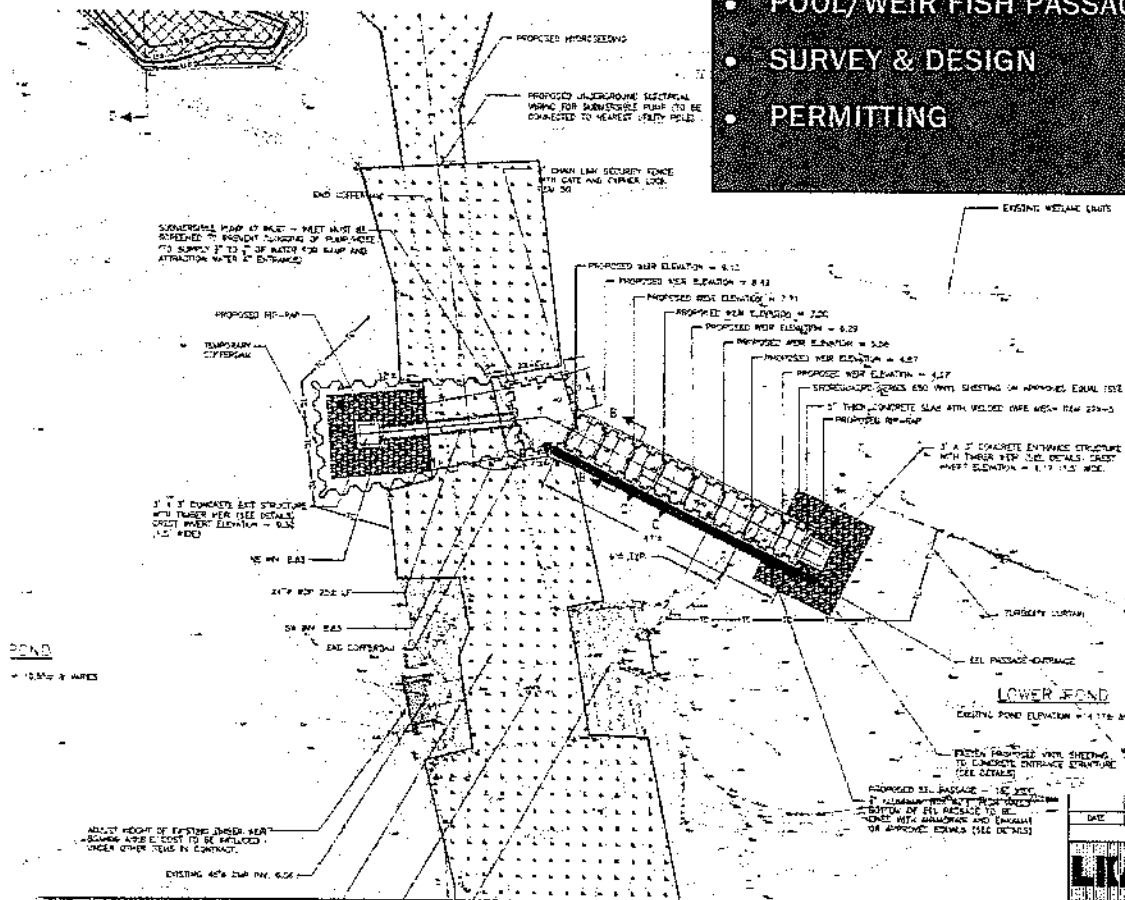
PROJECT NAME: FISH LADDER AT WOODHULL'S DAM

CLIENT REFERENCE: KYLE SWARINGEN, PE  
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS  
631-852-4078



LKMA is providing survey, design and permitting services necessary for the construction of a pool and weir fish passage at Woodhull's Dam located on the Little River, a tributary to the Peconic River in Southampton. The site is within Cranberry Bog County Park. Design of a fish passage will restore and improve the ecosystem and fisheries of the river, which contains State-designated Significant Coastal Fish and Wildlife Habitats. The fish ladder is a pool and weir style that will provide safe passage for the primary target species, including Alewife. A separate eel passage design was incorporated to accommodate the American eel.

- POOL/WEIR FISH PASSAGE
- SURVEY & DESIGN
- PERMITTING



Above is the General plan showing the proposed pool and weir fish passage at Woodhull Dam in Riverhead. The design has received concurrence from the U.S. Fish and Wildlife Service, USACOE permit and is currently being reviewed by the NYSDEC wetland and dam safety division.



TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

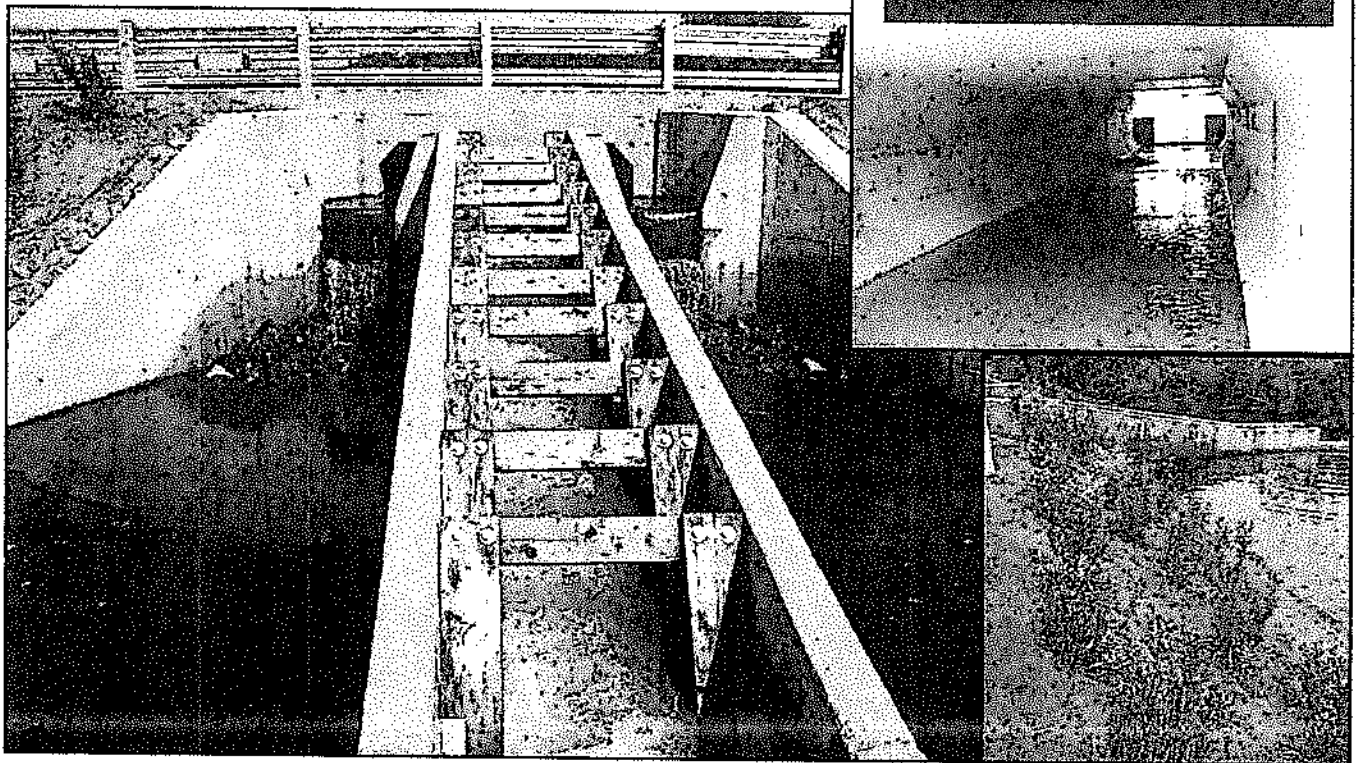
## PROJECT NAME: TRACTION BLVD CULVERT & FISH LADDER, PATCHOGUE

CLIENT REFERENCE: DAN LOSQUADRO, HIGHWAY SUPERINTENDENT  
TOWN OF BROOKHAVEN DEPARTMENT OF HIGHWAY  
631-451-9200



LKMA prepared design plans for the emergency replacement of an existing culvert below Traction Boulevard dam on Canaan Lake. In addition, LKMA coordinated utility relocations, and procured NYSDEC freshwater wetland permits and US Fish & Wildlife approvals. A unique feature of this project is the design of a "Denil" fish ladder as well as a separate eel passage. The project involved the installation of a new precast concrete culvert structure adjacent to the existing damaged culvert which was demolished once the new culvert was completed. The project also involved the installation of additional drainage, new fencing, new timber bulkhead, guiderail, trash interceptor (rack) and new asphalt pavement. Challenging aspects of the project included the heavy dependency on Traction Blvd. relative to local traffic, dewatering and relocation of utilities above and below the proposed culvert. During construction, LKMA ensured that the contractor maintained detour routes, coordinated access with emergency responders and facilitated access at the end of each work day, which minimized complaints from residences and local businesses.

- DENIL FISH LADDER DESIGN
- CULVERT REPLACEMENT
- UTILITY COORDINATION
- BULKHEAD DESIGN
- PERMITTING



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

WWW.LKMA.COM





TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

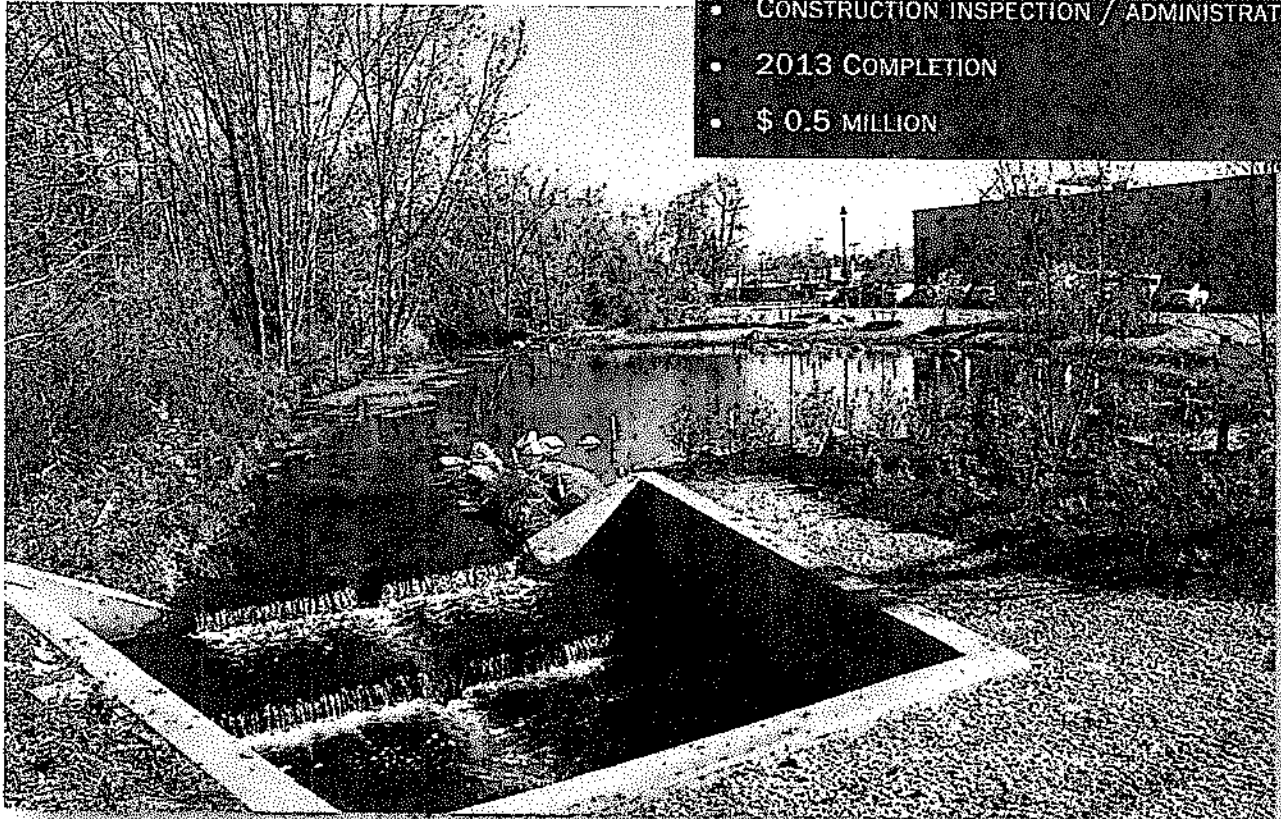
## PROJECT NAME: BAY SHORE MILL POND, TOWN OF ISLIP

CLIENT REFERENCE: HARRY SUNDEN  
TOWN OF ISLIP DIVISION OF ENGINEERING  
631-224-5360



LKMA developed plans for the creation of a new pond located on the north side of Montauk Highway, west of Southside Hospital and along the Penataquit Creek in downtown Bay Shore. Construction of the pond required mitigation of contaminated soils, sediment sampling and analysis and disposal of the contaminated material at a facility off Long Island. The pond incorporated features such as native wetland and upland plantings, safety benches, boulders, bio-logs and outfalls into the existing fish ladder on the north side of Montauk Highway. LKMA was selected for this project by the Town of Islip because of their previous work on the NYSDOT Penataquit Creek Drainage Study, which created a detailed hydrologic and hydraulic model of the Penataquit Creek watershed.

- PERMITTING
- LANDSCAPE ARCHITECTURE
- REMEDIATION
- CONSTRUCTION INSPECTION / ADMINISTRATION
- 2013 COMPLETION
- \$ 0.5 MILLION



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE, NY 11801  
(631) 286-8668

WWW.LKMA.COM







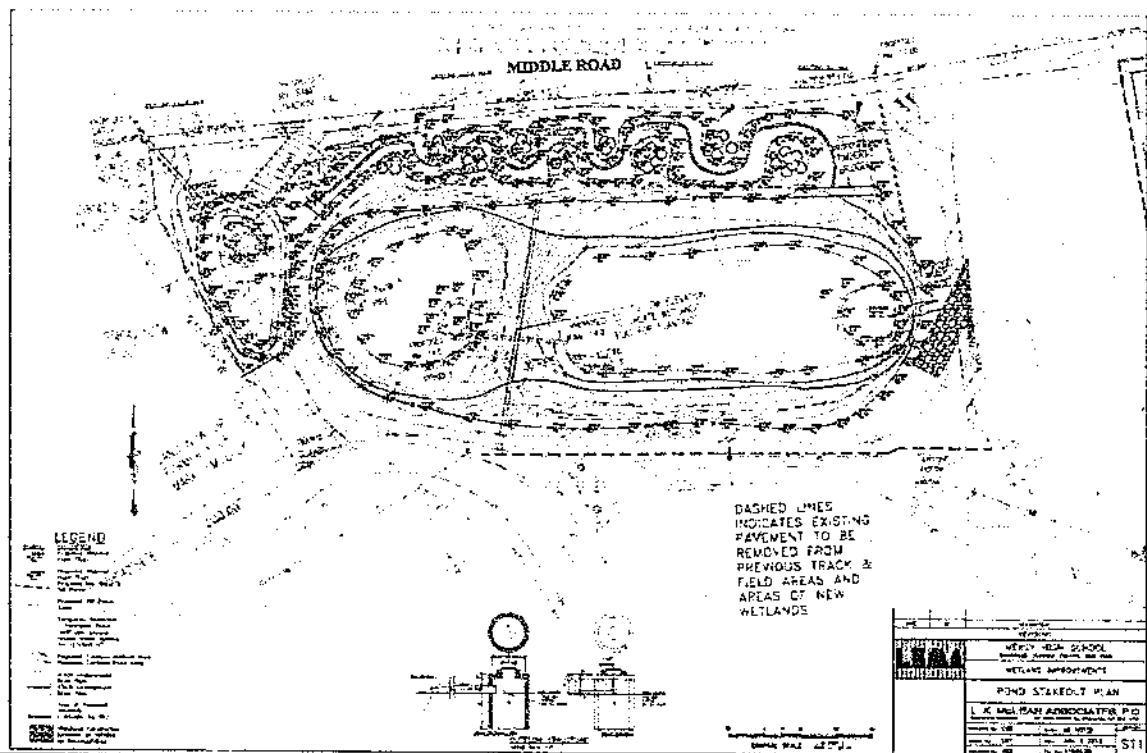
## PROJECT NAME: MCGANN MERCY HIGH SCHOOL WETLAND IMPROVEMENTS



CLIENT REFERENCE: CARL SEMMLER, PRINCIPAL  
BISHOP MCGANN-MERCY HIGH SCHOOL

Design and permitting (freshwater wetlands and SWPPP acceptance) of new site improvements to the existing grounds of the McGann Mercy High School property in Riverhead. The improvements included the development of new wetlands within the footprint of the former running track. The new wetlands would be constructed in a manner that enables the school to collect and treat (through bio-remediation) its storm-water runoff from the site. The project allows stormwater from the Town road (Middle Road) to be managed by weir boards and treated on site through the new freshwater wetland vegetation that removes some pollutants from the storm-water runoff. The project will allow the filling of an existing artificial wetland (recharge basin) located in the northeast corner of the school property. LKMA obtained the required environmental approvals from the NYSDEC's Freshwater Wetlands Division and the Town of Riverhead's Engineering Department (Stormwater Management Office). LKMA obtained the required environmental approvals from the NYSDEC's Freshwater Wetlands Division and the Town of Riverhead's Engineering Department (Stormwater Management Office). LKMA also conducted weekly SWPPP Inspections.

- SWPPP INSPECTIONS
- WETLANDS
- BIO REMEDIATION
- ENVIROMENTAL PERMITTING



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

WWW.LKMA.COM



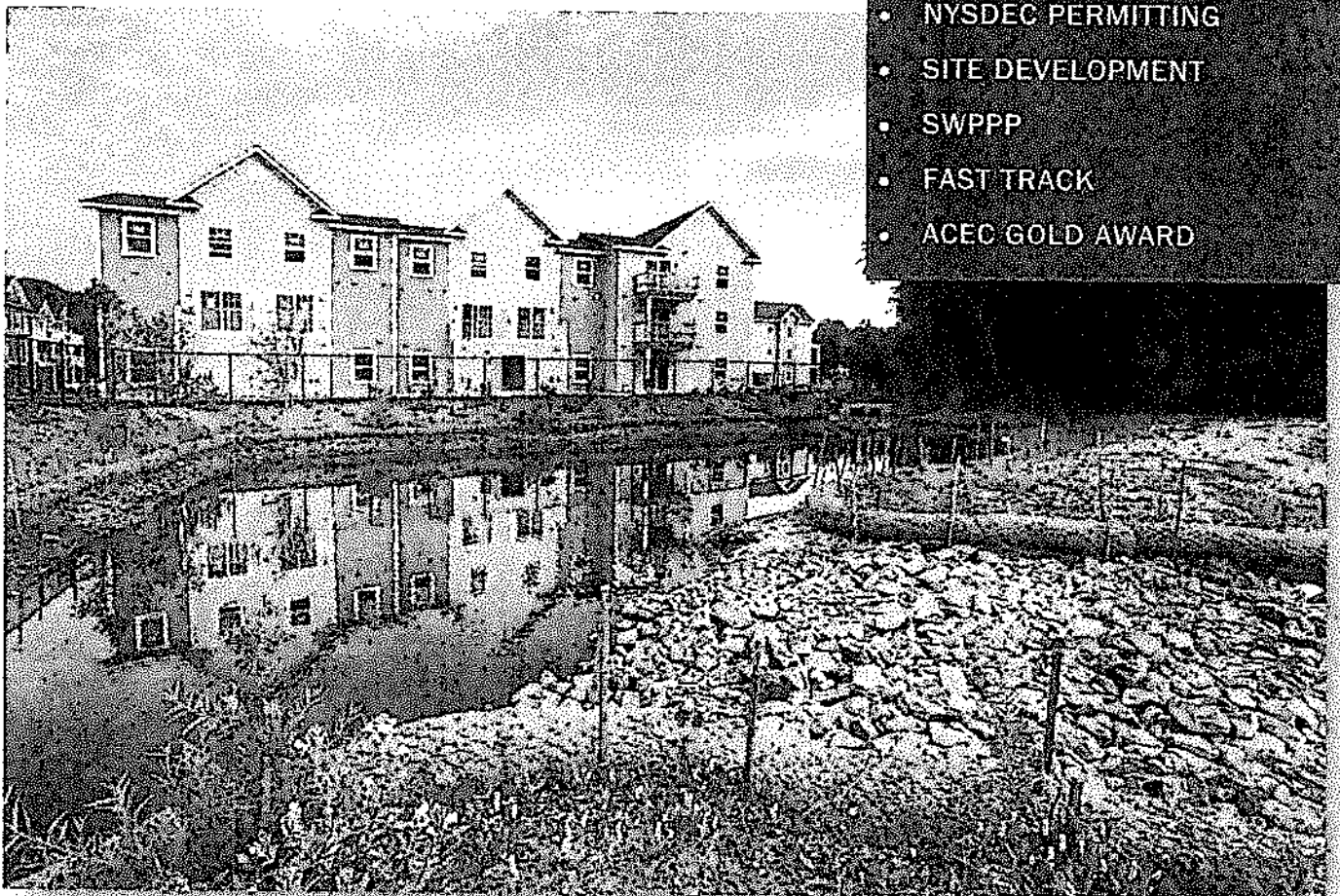


TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

## PROJECT NAME: WINCORAM COMMONS (BROOKHAVEN BLIGHT TO LIGHT) APARTMENT COMPLEX—SITE/CIVIL PERMITTING DESIGN

LKMA was hired by Conifer Realty LLC in 2011 to prepare wetland mitigation plans, sanitary pump station & connection plans as well as all site civil aspects of the 184-unit apartment complex in Coram (Route 112 & Route 25). The Town of Brookhaven has granted preliminary site plan approval and the NYSDEC has approved the wetland mitigation plans prepared by LKMA. The project design team consists of LKMA (engineering) and Kitchen Associates (architectural). Site civil design elements include grading, drainage, interior road design, traffic impact study, NYSDOT road & signal design, utility layout/coordination, preparation of a storm-water pollution prevention plan, landscaping, site lighting, site access, parking and other site elements. LKMA's in-house surveying capabilities have enabled the fast-track project to quickly advance into final site plan design.

- WETLAND MITIGATION
- SANITARY PUMP STATIONS
- NYSDEC PERMITTING
- SITE DEVELOPMENT
- SWPPP
- FAST TRACK
- ACEC GOLD AWARD



The site plan above depicts the new 184 unit apartment complex and site infrastructure situated at the intersection of Route 112 and Route 25 in Coram known as Wincoram Commons.

437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

[WWW.LKMA.COM](http://WWW.LKMA.COM)



COUNTY OF NASSAU

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

1. Name of the Entity: Louis K McLean Associates Engineers & Surveyors, PC

Address: 437 South Country Road

City: Brookhaven State: NY Zip Code: 11719

2. Entity's Vendor Identification Number: 112667189

3. Type of Business: Other (specify) Prof Corp

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):

1 File(s) uploaded

*No principals have been attached to this form.*

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.

If none, explain.

see attached

1 File(s) uploaded

*No shareholders, members, or partners have been attached to this form.*

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

none

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(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.

Electronically signed and certified at the date and time indicated by:  
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

Dated: 11/08/2019 09:40:08 AM

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.

## Vendor Disclosure Statement Information

### Table of Organization

#### Officers – 5% or more:

Raymond G. DiBiase, P.E. (86)  
President and Chief Executive Officer

[REDACTED]  
[REDACTED]

Robert A. Steele, P.E. (14)  
Executive Vice-President and Secretary/Treasurer

[REDACTED]  
[REDACTED]

#### Shareholders:

Raymond G. DiBiase, P.E.  
Robert A. Steele, P.E.

#### Board of Directors:

Raymond G. DiBiase, P.E., President  
Robert A. Steele, P.E., Vice-President and Secretary/Treasurer  
Tamara L. Stillman, P.L.S., Assistant Secretary

#### Counsel:

L'Abbate, Balken, Colavita & Contini, LLP

[REDACTED]  
[REDACTED]

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Raymond DiBiase state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: Louis K McLean Associates Engineers & Surveyors, PC

Vendor's Address: 437 South Country Road Brookhaven NY US 11719

Vendor's EIN or TIN: 11-2667189

Forms Submitted:

Political Campaign Contribution Disclosure Form:  
10/11/2019 08:54:19 AM

Lobbyist Registration and Disclosure Form:  
09/09/2019 10:59:15 AM

Business History Form certified:  
10/15/2019 12:14:43 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
11/08/2019 09:40:08 AM

## Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Raymond G. DiBiase, PE [RDIBIASE@LKMA.COM]	10/11/2019 09:09:28 AM
Robert Steele, PE [RSTEELE@LKMA.COM]	10/11/2019 08:59:30 AM

I, Raymond DiBiase hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

### 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."

Raymond DiBiase, PE

*Name*

President/CEO

*Title*

Louis K McLean Associates Engineers & Surveyors, PC

*Name of Submitting Entity*

12/31/2019 10:19:49 AM

*Date*



## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Louis K. McLean Associates Engineers & Surveyors, PC, a consultant engineering firm having its principal office at 437 South Country Road, Brookhaven, NY 11719 (the "Firm" or the "Contractor").

### WITNESSETH:

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. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three (3) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. An Amendment will not be required for the sole purpose of extending the term of the contract.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of the development of a **Technical Design Report (TDR), ADA Report, Surveying Services, Detailed Design Plans, Construction Estimates, Specifications and Special Specification for Resurfacing Phase 54**. The specific work divisions and deliverables related to this

project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

### 3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and hereby made a part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not exceed Five Hundred Eighty Five Thousand Dollars (\$585,000.00) including contingency for additional expenses relating to reimbursable/out-of-pocket expenses, or unforeseen or unspecified work needed to meet the Scope of Work.

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

(c) Timing of Payment Claims. The 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 Subcontractors. 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 subcontractors 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 Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

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

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

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

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

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

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

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

7. **Compliance with Law.**

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

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

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

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

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

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

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

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

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



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

12. Termination.

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

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

(b) By the 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) Contractor 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 A122, "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 Thirty-Three dollars and no cents (\$ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the 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 venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the 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 venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

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

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if

required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

{Remainder of page intentionally lefty blank}

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

Louis K. McLean Associates Engineers &  
Surveyors, PC

By:

Name:

Robert A. Steele

Title:

Executive VP

Date:

Nov. 4, 2019

NASSAU COUNTY

By:

Name:

Deputy County Executive

Title:

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU) ~~So Fall~~

On the 4<sup>th</sup> day of November in the year 2019 before me personally came Robert Steele to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County [REDACTED]; that he or she is the Exec. Vice President of L.K. McLean Assoc., P.C., 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

*Christine Wiegand*

CHRISTINE WIEGAND  
NOTARY PUBLIC, State of New York  
No. 01WI8210359, Suffolk County  
Commission Expires August 17, 2021

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

### A.1 Division A Services

#### **Condition Assessment and Evaluation**

Evaluate the condition of the highway systems described in the Scope of Work for Phase 54 to identify necessary repairs and improvements to bring the highway system into a state of good repair and compliance within applicable codes and standards. At the minimum, it is anticipated that the scope of the project will involve the following:

#### **Phase 54 Scope of Work**

The scope of work involves the rehabilitation of existing roads to extend their service life and provide the appropriate pavement ride quality. Evaluation of the condition of all existing curbs, curb ramps and driveway aprons within the project limits, and within Nassau County's jurisdiction, and to propose repairs/replacements of deteriorated cross-section elements. Address all necessary drainage issues within the project corridor. Pavement marking design, as mandated by the MUTCD and the NYS Supplement, will also be required. All above work will be done per NYSDOT specifications and standards. The scope of work includes the following: repairs and/or replacement of deteriorated concrete panels and sealing of joints, asphalt resurfacing at specified locations within the project limits to extend the roadway service life. Traffic safety improvements will also be required at the intersection of Wantagh Avenue at Old Jerusalem Road and Gregg Court in Levittown.

Evaluation of all existing curbs, curb ramps and driveway aprons within the project limits, and within Nassau County's jurisdiction, and to propose repairs/replacements of deteriorated cross-section elements. Address all necessary drainage issues within the project corridor. Pavement marking design, as mandated by the MUTCD and the NYS Supplement, will also be required.

#### **Phase 54**

Road Name	Location	Bounds
Wantagh Avenue	Wantagh/Levittown	Hempstead Turnpike (SR 24) to Park Avenue

#### **Preparation of Technical Design Report**

Prepare a Technical Design Report for Phase 54 Wantagh Avenue Resurfacing and Traffic Safety Improvements. The Technical Design Report (TDR) is to include the following:

1. Evaluate the existing concrete and asphalt pavement, including the condition of the joints.



2. Description of existing conditions and deficiencies identified by the Firm.
3. Evaluate condition of trees and any interference that may impact resurfacing, curb and curb ramp repairs and report in a County format. Evaluation shall be certified by an arborist, horticulturist or landscape architect.
4. Perform accident analysis indicating polished conditions of roadway surface.
5. Inspect the drainage system, describe the system's condition and recommend any modifications considering intersection improvements.
6. Evaluate the condition of curbs and curb ramps (with regard to NYSDOT standards), paying careful attention for compliance with the American Disability Act (ADA) requirements. If traffic equipment is on or near ADA ramps coordination with Nassau County Traffic Department is required. Provide preliminary report (refer to section C-3 for detailed ADA Report).
7. Describe miscellaneous features, characteristics and condition.
8. Identify non-standard and non-conforming features.
9. Provide traffic sign inventory.
10. Prepare a utility investigation and locate all major utilities. Provide preliminary report.
11. Study the intersection of Wantagh Avenue at Old Jerusalem Road and Gregg Court in Levittown to develop alternatives to improve pedestrian and vehicular safety at the intersection. Collection of traffic data must be in compliance with the most recent version of New York State's Traffic Monitoring Standards for Contractual Agreements. All ATR data shall be submitted to the County in New York State Department of Transportation (NYSDOT) format for processing. Analysis must include the following:
  - 11.1. Perform turning movement counts (vehicles, buses, pedestrians and bicycles) for morning (7AM – 9 AM), midday (11AM – 1 PM) and evening (2PM – 6 PM). Weekend counts shall also be conducted on a Saturday (11AM – 2 PM). Turning movement count locations must be identified by the proposer and included in the proposal. Intersections to be counted, but not limited to Wantagh Avenue at Old Jerusalem Road and Gregg Court, Wantagh Avenue at Sand Hill Road, Wantagh Avenue at Southern State Parkway WB Entrance and Exit Ramps, Wantagh Avenue at Sarah Drive, Old Jerusalem Road at Wander Lane, Old Jerusalem Road at Water Lane, Old Jerusalem Road at Gardiners Avenue and Sand Hill Road and Sand Hill Road at Willowood Drive. Counts shall not occur during holidays or when schools are not in session.
  - 11.2. Nassau County will provide accident data within the project limits for a three-year period and the proposer will analyze the data by location, type, severity and other factors, as needed.
  - 11.3. Perform a School Specific Walkability Review for Jonas A. Salk Middle School and Macarthur High School; include routes to school map, crosswalk identification, crossing guard locations, pavement

markings and signage on County ROW, general description of operations at the schools, barriers and visibility obstructions and general recommendations.

- 11.4. Identify intersection improvement modifications that include, but not limited to converting the northbound protected/permissive left turn to a protected left turn and widening the eastbound approach/westbound departure. All intersection improvements must include, but not limited to the effect on the Southern State Parkway WB Exit Ramp, Sand Hill Road and the adjacent neighborhood, the adjacent schools and the emergency response of the Wantagh Fire Department; existing private property.
- 11.5. Conceptual design of proposed improvements, minimum of two alternatives; including Synchro network analysis of existing and proposed intersection improvements. Analysis must show effect proposed improvements have on the Southern State Parkway Exit Ramp, Sand Hill Road and the adjacent neighborhood.
- 11.6. Identify intersection improvements that include, but not limited to converting the northbound protected/permissive left turn to a protected left turn and widening the approaches. The analysis should include existing, 2020 No-Build and Build and +20 year No-Build and Build conditions.
12. Identify design standards, critical design elements and controlling parameters. Obtain concurrence from County on the aforementioned design criteria before evaluating repair/replacement options for the roadway.
13. Discussion of repair and improvement options based on Nassau County standards.
14. Explain what best practices and innovations are being recommended, if any.
15. Evaluate existing and any proposed signalized intersections for the inclusion of audible pedestrian signals.
16. Striping plan recommendations/modifications with input from Nassau County Traffic Engineering Unit.
17. Plan for maintenance and protection of traffic to implement the recommended option.
18. Identification and descriptions of studies, tests, technical surveys, etc. which will be required to determine the final design.
19. How the recommended projects will be coordinated with any other projects which may be planned within the project vicinity. Identify future plans for abutting roadway segments.
20. Discuss "Complete Streets" legislation.
21. Implementation of SWPPP.
22. Describe how the design approach to minimize traffic, environmental and commercial impacts during construction and night time work, if any.
23. Recommend preventative maintenance treatments.

24. Analyze the potential value of including a time-related contract provision, as described in NYSDOT "Guidelines for the Use of Time-Related Contract Provisions," NYSDOT EI 05-005.
25. Prepare a preliminary design indicating 30%, 75% and 100% deliverable dates and construction schedule.
26. Prepare a preliminary construction cost estimate and provide all back-up documentation.

Provide eight (8) copies of the draft TDR for review by NCDPW. Meet and confer with NCDPW and others as/if necessary, to discuss the parameters of the design and review comments on the draft TDR. Finalize the TDR incorporating any revisions and provide eight (8) paper copies and an electronic (\*.PDF format) copy of the TDR.

### **A.2 Division B Services**

#### **ADA Report**

The County will require a separate report with photo, GPS coordinates and description of every ramp of potential pedestrian crossing within the project limits. The description will indicate whether there is an ADA ramp at the studied location, if a ramp is there, the ramps percent of slope and drawing dimensions shall be included. The ramps that are not in compliance but can "easily" be brought into compliance will be addressed in this project indicating ramp type. Ramps that cannot be brought into compliance at this time shall be explained with justification. The format of the report will be provided by the County.

The chosen firm will be required to collect field data pertaining to ADA compliance using a County- supplied mobile application. The Consultants shall provide their own mobile device (must be equal to latest generation Apple or Android smartphone or tablet (preferred)) enabled with cellular data service (4G or higher). The number of mobile devices required will be determined by the firm based on the scale and scope of the data collection task and project timeline.

### **A.3 Division C Services**

#### **Surveying Services**

AutoCAD plans are available with the County for review for Wantagh Avenue between Hempstead Turnpike (SR 24) and the Southern State Parkway North exit ramp. Firm will need to evaluate and update conditions of features noted in plans. The survey is based on LIDAR technology.

The Firm will be required to perform surveying services in order to extend available AutoCAD plans to the intersection of Wantagh Avenue and Park Avenue.

Upon Nassau County DPW approval, surveying procedures other than traditional methods will be accepted if the following basic requirements are satisfied.

#### **A. 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.

#### B. 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.

#### C. Base Map

The Base Map shall include all topographic data required for the preparation of detailed contract plans, including, but not limited to the following: horizontal control line and benchmarks; 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 and proposed details shall be bolder. 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.

#### D. Detail Map (For Intersection Improvements)

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. 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. 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 and proposed details shall be bolder. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

**E. Right-of-Way Maps (For Intersection Improvements)**

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 (EXHIBIT "B") 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.

**A.4 Division D Services**

**Detailed Design Services & Construction Documents**

Upon County written approval of the Technical Design Report (TDR), the Firm agrees to perform all the design services in connection with the preparation of detailed contract drawings, specifications, schedules and estimates, including all required permits, for Phase 54 Wantagh Avenue Resurfacing and Traffic Safety Improvements (the "Project") suitable for public bidding

**A. Design Plans**

The firm shall develop an alignment on the Base and Coordinated Detail Map to reflect the conceptual plan developed in the TDR that was approved by the Commissioner. Based upon the above criteria, the Firm shall:

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

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 and proposed details shall be bolder.

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.

#### B. 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 contract Allowance will be utilized for reimbursement of this work.

#### C. Coordination with Public and Private Utilities & Municipalities

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 determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance.
2. Perform the necessary liaison work associated with relocation of utilities. However, the Firm shall not be required to design such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities.
3. Close coordination with Village, Town, etc. and other drainage projects in this area is anticipated.

#### D. 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, typical sections, structural details, MPT plans and detailed designs necessary to construct the project, and showing existing grades and proposed profile grades at least at every 50-foot station. If applicable, the soil boring log sheet information gathered under Task B- 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. **All back-up including material take-offs shall be submitted to County before bidding.**
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.

The Firm shall adhere to the following requirements:

1. The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Contract drawings shall follow the standard sheets used by Nassau

County. The Firm shall furnish the contract drawings on CD-ROM and a flash drive.

2. Submittal of bid plans and master specification book in \*.PDF format; as well as eight (8) hard copies of each full-size drawings and specification book.
3. Any bridges within the project limits shall not be paved. Design Drawings shall indicate paving limits as the edge of the bridge approach slab, the edge of the deck joint or as directed by the County.
4. Pavement marking design, as mandated by the MUTCD and the NYS Supplement, shall be done in coordination with the County's Traffic Engineering Unit.
5. During the preparation of these documents, the Firm shall perform the following services: Submit preliminary (30% design completion), draft bid (75% design completion) and pre-bid (100% design completion) full size plans and specifications for County review (eight (8) hard copy sets of each) and approval.
6. Attend design review meetings (maximum four [4] meetings) in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting, and after County approval, distribute final minutes to all attendees.
7. Submit one (1) copy of a detailed construction cost estimate with all associated back-up documentation including quantity takeoff of materials, basis of pricing etc. The cost estimates will have a breakdown by Nassau County Specifications for each cost item in the estimate.
8. All documents regarding utility coordination and project related correspondence with Town, communities, etc. shall be provided in writing to Nassau County DPW, if so requested.
9. Prepare and submit the necessary environmental permits, if needed.
10. Prepare permit applications, correspondences, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Highway Engineering Projects may include, but will not be limited to, the following:
  - a. New York State Department of Transportation
  - b. Nassau County agencies
  - c. Other Local agencies (Towns, Villages...)
11. Submit written responses to all County review comments.
12. Make periodic site visits as necessary for a complete understanding of the system operation.
13. Submittal of bid plans and a master specification book. The Firm shall have the required number of sets of bid documents printed without the assistance of the County.
14. Review all comments and/or questions posed by prospective bidders.
15. Prepare all necessary addenda to the contract documents.



16. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
17. If requested, the Firm will provide copies of any and all design calculations
18. If requested, the Firm will assist the County should any design questions arise during construction.

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

In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following Nassau County Standards.

The County may provide the Firm with access to documents and plans that may be helpful in this project depending on availability.

## **FEDERAL AND/OR NY STATE REQUIREMENTS**

### **Legal Compliance**

Proposals submitted and subsequent design and related services must comply with all applicable Federal, State and local laws, rules, regulations, codes, ordinances, and standards. These may include but are not limited to New York State General Municipal Law, the New York State Environmental Quality Review Act (SEQRA), New York State Pollution Discharge Elimination System (SPDES), Local and State codes and ordinances, and all other applicable Federal, State, and local regulations. The Firm shall coordinate its design and related services with authorities having jurisdiction. All submittals and required permits by such authorities having jurisdiction shall be the responsibility of the Firm.

## **EXHIBIT B**

### **Payment Schedule**

#### **A1. Division A.** Technical Design Report (TDR)

For conducting the work as described under Exhibit A, Technical Design Report (TDR), the Firm shall be paid on a lump sum basis. The County shall pay the Firm a total amount not to exceed **Ninety Nine Thousand Dollars (\$99,000.00)** for the Technical Design Report (TDR).

Payment at the time of submission of the Technical Design Report (TDR) will be compensated on the basis of Lump Sum with installments of up to 80% as determined by the percentage of work completed shown by submission of required progress reports as well as document submittals, and as approved by the Commissioner. After final acceptance by the Commissioner, 100% of the total anticipated fee will be made.

#### **A2. Division B.** ADA REPORT

For conducting the work as described under Exhibit A, ADA Report, the Firm shall be paid on a lump sum basis. The County shall pay the Firm a total amount not to exceed **Thirty Nine Thousand Dollars (\$39,000.00)** for the ADA Report.

Payment at the time of submission of the Draft ADA Report will be compensated on the basis of Lump Sum with installments of up to 80% as determined by the percentage of work completed shown by submission of required progress reports as well as document submittals, and as approved by the Commissioner. After final acceptance by the Commissioner, 100% of the total anticipated fee will be made.

#### **A3. Division C.** SURVEYING SERVICES

For conducting the work as described under Exhibit A, Surveying Services, the Firm shall be paid on a lump sum basis. The County shall pay the Firm a total amount not to exceed **Eighty Four Thousand Dollars (\$84,000.00)** for the Surveying Services.

Payment at the time of submission of the survey will be compensated on the basis of Lump Sum with installments of up to 80% as determined by the percentage of work completed shown by submission of required progress reports as well as document submittals, and as approved by the Commissioner. After final acceptance by the Commissioner, 100% of the total anticipated fee will be made.

#### **A4. Division D.** DETAILED DESIGN SERVICES & CONSTRUCTION DOCUMENTS

For conducting the work as described under Exhibit A, Detailed Design Services & Construction Documents, the Firm shall be paid on a lump sum basis. The County shall pay the Firm a total amount not to exceed **Two Hundred Fifty Nine Thousand Fifteen Dollars (\$259,000.00)** for Detailed Design Services & Construction Documents.

Payment installments will be made up to 80% as determined by the percentage of work completed, as shown by the submission of required progress reports as well as design

document submittals, and as approved by the Commissioner. 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 any additional sum necessary to bring the payments up to 80% of the lump sum fee. Upon construction completion, the Firm shall be paid an additional sum to bring the final payment up to 100% of the lump sum fee.

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 the Firm shall be paid an additional sum to bring the total payments to 100% of lump sum fee.

## PROPERTY ACQUISITION

It is assumed that 6 properties in the project limits will need acquisition/easement mapping and descriptions. Property acquisition over and above 6 properties will be paid under extra services.

### B. EXTRA SERVICES & OUT OF POCKET EXPENSES

The following items are included in the Firm's fee, as an allowance, 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 payment procedures. **Fifty Thousand Dollars (\$50,000.00)** has been allocated under this Agreement as an allowance.

Extra Services performed, upon the written direction of the Commissioner, shall be paid for at the rate of Two point forty eight (2.48) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work.

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. Direct reimbursement of the cost of third-party testing and controlled inspection services.
4. Direct reimbursement of sub-surface exploration and mark-out services.
5. Direct reimbursement of the cost of arborist or other specialty consultant services.
6. Direct reimbursement of other authorized reimbursable expenses.
7. Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County

in excess of fifteen (15) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

C. SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

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

D. 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 multiplier exceed one hundred and seventy-five dollars (\$175.00) 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 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.

## Appendix "EE"

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall

not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list

signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from



M/WBEs is suggested to be included with the Best Effort Documentation c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods

but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix "L"

Certificate of Compliance

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

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

Raymond DiBiase, PE (Name)

437 South Country Rd., Brookhaven, NY 11719 (Address)

631-286-8668 (Telephone Number)

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

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

N/A

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

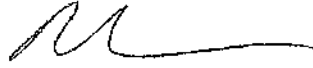
N/A

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

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

11/4/19

Dated



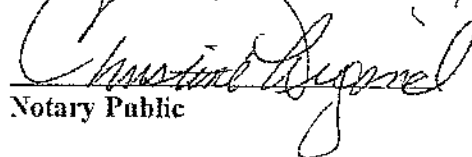
Signature of Chief Executive Officer

Raymond DiBase, PE

Name of Chief Executive Officer

Sworn to before me this

4<sup>th</sup> day of November, 2019.

  
Notary Public

CHRISTINE WIEGAND  
NOTARY PUBLIC, State of New York  
No. 01WI6210359, Suffolk County  
Commission Expires August 17, 2021

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

TO: Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: November 25, 2019

SUBJECT: Design Services for Phase 54  
Wantagh Avenue Resurfacing and Traffic Safety Improvements  
RFP No. PW-H61587-54C  
**RECOMMENDATION OF AWARD**

The Nassau County Department of Public Works (NCDPW) desires to procure Design Services for Wantagh Avenue Resurfacing and Traffic Safety Improvements, Phase 54. The scope of work includes the following: Repairs and/or replacement of deteriorated concrete panels and sealing of joints, asphalt resurfacing at specified locations within the project limits to extend the roadway service life. Evaluation of all existing curbs, curb ramps and driveway aprons within the project limits, and within Nassau County's jurisdiction to propose repairs/replacements of deteriorated cross-section elements. Address all necessary drainage issues within the project corridor. Pavement marking design, as mandated by the New York Manual of Uniform Traffic Control Devices (MUTCD) and the NYS Supplement, will also be required.

The "Request for Proposal" (RFP) was prepared in conformance with the Department's Policy for assessing understanding, technical approach, statement qualification, firm capability and past relevant experiences. The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter, and in Newsday.

The County received seven (7) responses to the Request for Proposals (RFP), all the proposals were eligible for review.

The technical proposals were evaluated by professional staff within the Department: Rakhal Maitra, P.E., Deputy Commissioner; Richard Iadevaio, Jr., Superintendent of Highway & Construction; Harold T. Lutz, P.E., Director of Traffic Engineering and Garry Desyr, Civil Engineer II.

After tabulating the combined technical scores and establishing ranking order, as noted in the table below, it was determined that LKB Consulting Engineering (LKB) (88.25), L.K. McLean Associates, P.C. (LKMA) (82) and Hardesty & Hanover, LLC (H&H) (81), were respectively ranked the best three (3) technical proposals. The Committee after open discussion and deliberation, decided to open the cost proposals of the top three (3) rank firms.

The Committee after open discussion and deliberation determined that Hardesty & Hanover, LLC cost proposal for Division D Detail Design & Construction Documents was impractical. The TRC felt that the firm did not take into consideration the work associated with the anticipated acquisition of parcels required for widening and implementation of traffic safety improvements and opted not to request a BAFO from H & H. The TRC, after consultation, reached the conclusion that only the top two (2) ranked firms, LKB and LKMA, will need to submit a BAFO that includes all the associated costs for the assumptions made in the submitted proposal. Upon review of the submitted BAFO it was determined that LKMA's revised cost estimates was \$266,000.00 lower than LKB. Following the evaluation of the submitted revised cost estimates, the Committee concluded that L.K. McLean Associates, P.C. with an overall cost of \$531,000.00 represents the best value for the County.

For contracting purposes, a ten percent contingency will be added to LKMA's proposed amount, resulting in a contract award amount of \$585,000.00.



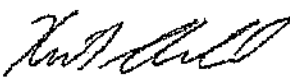
Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive  
November 25, 2019  
Page 2.

SUBJECT: Design Services for Phase 54  
Wantagh Avenue Resurfacing and Traffic Safety Improvements  
RFP No. PW-H61587-54C  
RECOMMENDATION OF AWARD

FIRM	AVERAGE	RANK	COST PROPOSAL	BAFO
LKB	88.25	1	\$822,000.00	\$797,000.00
LKMA	82.00	2	\$544,000.00	\$531,000.00
HARDESTY & HANOVER	81.00	3	\$398,000.00	
LIRO	75.75	4		
CAMERON	74.75	5		
EN-TECH ENGINEERING PC	74.25	6		
D&B ENGINEERS AND ARCHITECT	70.50	7		

It is the Department's recommendation that L.K. McLean Associates, P.C. be retained for this contract.  
~~Funding for said services is available under Capital Project Number 61587.~~

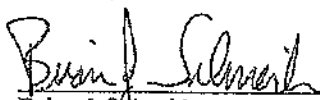
If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

  
Kenneth G. Arnold  
Commissioner

KGA:RM:jd

c: Rakhal Maitra, Deputy Commissioner  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Harold T. Lutz, Director of Traffic Engineering  
Andrea Pereira, Civil Engineer II  
Garry Desyr, Civil Engineer II

APPROVED:

 11/29/19  
Brian J. Schneider  
Deputy County Executive

DISAPPROVED:

\_\_\_\_\_  
Brian J. Schneider  
Deputy County Executive

\_\_\_\_\_  
Date

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

**TO:** James Caruso, Construction Inspector I

**FROM:** Office of the Commissioner

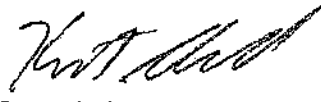
**DATE:** April 13, 2018 (Revised)

**SUBJECT:** CSEA Sub-Contracting Approval  
C17-059 – 61001-0XC – Design - Resurfacing - Wantagh Avenue Phase 54

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as C17-059.

Please prepare the necessary documentation to proceed with your work.

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

  
Kenneth G. Arnold  
Commissioner

KGa:las

c: Rakhal Maitra, Deputy Commissioner  
Loretta Dionisio, Hydrogeologist II  
Garry Desyr, Civil Engineer II  
Jonathan Lesman, Management Analyst II



COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

C17-059

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

**FROM:** Department of Public Works

**DATE:** May 3, 2017

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Proposed Contract No: H61001-0XC  
Project No. 61587

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

1. DPW plans to recommend a contract/agreement for the following services: Resurfacing Wantagh Avenue between Southern State Parkway and Hempstead Turnpike (SR24) in Wantagh and Levittown (approximately twelve [12] lane miles).

Design of this mission will include the following: Resurfacing the existing road in order to extend service life. This maintains capacity while not increasing paved surfaces. New pavement markings are installed after the road is resurfaced. Resurfacing provides the motorist with a smooth road surface, and a clearly defined traveled way, which decreases accidents and driver frustrations. The existing drainage system will be evaluated for capacity and structural integrity. If this investigation of drainage system identifies a problem or cause safety concerns, improvements and repairs will be designed to eliminate the problem. Also, evaluation of all existing curbs, sidewalks, curb ramps and driveway aprons.

Design of this is anticipated to involve a great volume of research, specialized staff knowledge and skills will be essential. The County has researched and performed various repairs. These in-house designs and construction activities have not completely eradicated the problems.

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.
3. An estimate of the cost is: \$300,000.00
4. An estimate of the duration is: Ninety (90) Days

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  
Robert Bedford, Office of the County Attorney  
Rakhal Maitra, Deputy Commissioner  
William S. Nimmo, Deputy Commissioner  
Diane Pyne, Unit Head, Human Resources Unit  
Donna Boyle, Civil Engineer III  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II  
James Caruso, Construction Inspector I





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.

Robert A. Steele, PE, Executive Vice-President

10/08/19

Name and Title of Authorized Representative

m/d/yy



Signature

10/08/19

Date

Louis K McLean Associates Engineers & Surveyors, PC

Name of Organization

437 South Country Road, Brookhaven, NY 11719

Address of Organization



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/8/2019

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

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

<b>PRODUCER</b> PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		<b>CONTACT</b> NAME: ALYSON GRAZIOSI PHONE (A/C, No, Ext): 516-899-8788 FAX (A/C, No): 516-470-0338 E-MAIL: AGRAZIOSI@CRPGRP.COM ADDRESS: AGRASIOSI@CRPGRP.COM	
<b>INSURED</b> Louis K. McLean Associates Engineers & Surveyors PC 437 S. Country Road Brookhaven NY 11719		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Berkshire Hathaway Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1289715161 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.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> H-RED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY		47EPF30517002	5/1/2019	5/1/2020	EACH CLAIM AGGREGATE \$5,000,000 \$5,000,000

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

<b>CERTIFICATE HOLDER</b>  Nassau County DPW 1194 Prospect Avenue Westbury NY 11590	<b>CANCELLATION</b>  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 
---	--



LOUIKMC-01

FTANZOLA

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 1/10/2020

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

<b>PRODUCER</b> UNFCU Financial Services, LLC dba Industrial Coverage 62 South Ocean Avenue Patchogue, NY 11772	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (631) 736-7500 <b>FAX (A/C, No):</b> (631) 736-7619 <b>E-MAIL ADDRESS:</b>  <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : Continental Ins Co</td> <td>35289</td> </tr> <tr> <td>INSURER C : Hartford Life and Accident Ins Co</td> <td>70815</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : Continental Ins Co	35289	INSURER C : Hartford Life and Accident Ins Co	70815	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Continental Casualty Company	20443														
INSURER B : Continental Ins Co	35289														
INSURER C : Hartford Life and Accident Ins Co	70815														
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  Louis K. McLean Associates Engineers & Surveyors P.C. 437 South Country Road Brookhaven, NY 11719-9773															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE    <input checked="" type="checkbox"/> OCCUR         </div>	X	1034621966	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 15,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
	GENERAL AGGREGATE \$ 2,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1081599422	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		1034621997	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 8,000,000
	DED <input checked="" type="checkbox"/> RETENTIONS 10,000					AGGREGATE \$ 8,000,000
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>N</b>	202416544	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<b>C</b>	<b>NY DBL / PFL</b>		LNY315786	1/1/2020	1/1/2022	Statutory Limits

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

Description: Phase 54

Nassau County DPW is included as additional insured for General Liability if required by written contract in accordance with the terms and conditions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County DPW 1194 Prospect Avenue Westbury, NY 11590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

**B.A.F.O.****NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS****CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE UTILIZATION PLAN****Part 1- General Information:**

Consultant/Contractor Name:	Louis K McLean Associates Engineers & Surveyors, PC
Address (street/city/state/zip code):	437 South Country Road, Brookhaven, NY 11719
Authorized Representative (name/title):	Raymond DiBiase, PE, President/CEO
Authorized Signature:	
Contract Number:	PW H61587-54C
Contract/Project Name:	Phase 54 Wantagh Avenue Resurfacing
Contract/Project Description:	Design Services

**Part 2- Projected DBE/MBE/WBE Contract Summary:**

	Amount (\$)		* Percentage (%)
Total Dollar Value of the Prime Contract	531,000		
Total DBE Dollar Amount	0	D/WBE DBE Contract Percentage	
Total MBE Dollar Amount	0	MBE Contract Percentage	
Total WBE Dollar Amount	43,390	WBE Contract Percentage	9.0
Total Combined D/M/WBE Dollar Amount	43,390	Combined D/M/WBE Contract Percentage	9.0

\*Percentage based on Contract without Allowance

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

DBE Firm	Description of Work (DBE)	Projected DBE Contract Amount (\$) and Award Date	DBE Contract Scheduled Start Date and Completion Date
Name: n/a		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: n/a		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			

## B.A.F.O.

### Part 5- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: KAG Engineering, PLLC Address: 210 Suydam Lane City: Bayport State/Zip Code: NY / 11705 Authorized Representative: K Blanchard Telephone No. 347.497.7940	WZTC, Construction Staging, Traffic Sign Inventory, Traffic Capacity & Safety Analysis	Amount (\$): 30,110  Award Date: September 2019	Start Date: September 2019  Completion Date: September 2022
Name: Traffic Counts Collecting, Inc Address: 65-39 Maurice Avenue City: Woodside State/Zip Code: NY 11377 Authorized Representative: A Holuka Telephone No. 718.899.4522	Vehicular Traffic Counts	Amount (\$): 13,280  Award Date: September 2019	Start Date: September 2019  Completion Date: September 2022
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):  Award Date:	Start Date:  Completion Date:

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

Date: April 3, 2020

To: Contract Procurement File  
H61001-10C4  
Louis K. McLean Associate Engineers & Surveyors, P.C.

From: Jane M Houdek *JMH*  
DCCO

Re: Pending litigation by Town of Huntington

Louis K. McLean Associate Engineers & Surveyors, P.C. (LKMA) in response to the Department's request, provided the attached letter regarding a lawsuit commenced by the Town of Huntington against LKMA alleging breach of contract in designing a dock complex for the Town. The letter was provided subsequent to a meeting with the Department. The letter explains LKMA's position regarding the allegations in the Town's complaint.

At the meeting with the Department, LKMA explained that, despite the lawsuit, the Town of Huntington continues to award contracts to LKMA. Additionally, LKMA has provided numerous positive reference letters from municipal clients for whom the firm has designed docks, marinas and/or bulkheads. The volume of positive references far outweighs one allegation of poor work. Finally, LKMA has consistently performed quality work for the County on numerous projects.







Town of  
Brookhaven  
Long Island

Edward P. Romaine, Supervisor

March 9, 2020

Jane M. Houdek, Attorney Public Works  
Nassau County Department of Public Works  
1194 Prospect Avenue  
Westbury, New York 11590

**Re: L.K. McLean Associates, PC Recommendation by Town of Brookhaven Parks Department**

Dear Ms. Houdek,

The Town of Brookhaven has engaged L.K. McLean Associates, PC (LKMA) for many marine construction projects over the last 10+ years and to this day is working with them on a handful of projects on our numerous coastlines. They have provided quality professional engineering needed to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed and managed the construction of projects such as: Port Jefferson Marina Annex, Sandspit Marina & Ferry Terminal, Davis Park Marina (Fire Island), the Pines Marina & Ferry Dock, Cherry Grove Pier, Pine Neck Boat Ramp, and Bellhaven Jetty Reconstruction (2020).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, conduct damage assessments/reports, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were integral to us receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been pleased with the work LKMA has provided to the Town.

Respectfully,

Edward P. Morris  
Commissioner

EPM:lm

Department of Parks, Recreation & and Sports, and Cultural Resources  
Edward P. Morris, Commissioner  
286 Hawkins Road • Centereach • NY 11720 • Phone (631) 451-6100  
Administration Fax (631)-451-6980 • Recreation Fax (631) 451-6125  
[www.brookhaven.org](http://www.brookhaven.org)

Department of Municipal Works  
116 HAMPTON ROAD  
SOUTHAMPTON, NY 11968

Phone: (631) 702-1750  
Fax: (631) 287-1530

## TOWN OF SOUTHAMPTON



JAY SCHNEIDERMAN  
TOWN SUPERVISOR

CHRISTINE FETTEN, P.E.  
DIRECTOR OF MUNICIPAL WORKS  
PETER GAUDIello  
FACILITIES MAINTENANCE SUPERVISOR  
THOMAS F. NEELY  
TRAFFIC SAFETY DIRECTOR  
EDWARD THOMPSON, JR.  
WASTE MANAGEMENT SUPERVISOR

March 7, 2020

Jane M. Houdek, Attorney, Public Works  
Nassau County Department of Public Works  
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C (LKMA)

Dear Ms. Houdek,

In my position, as Director of Municipal Works at the Town of Southampton, I have had many occasions to work with LKMA to bring projects from concept stage to completion of construction. I have always found LKMA to have a high level of professionalism and technical expertise in the marine infrastructure as well as highway improvement projects that I have had the opportunity to work with them on.

In 2018 the Town completed the renovation of the Old Ponquogue Fishing Piers that were substantially damaged by Hurricane Sandy. The project required multi-agency permitting, and coordination. The project was challenging due to the dynamic environment and proximately to the Shinnecock inlet and associated swift tidal change. Following completion of the fishing pier project, LKMA was contracted to develop plans and specifications to renovate the pedestrian approaches to the fishing piers. The improvements were completed by the fall of 2019 and the community was once again able to enjoy the vistas, scuba, and fishing opportunities provided by the Old Ponquogue Fishing Piers.

In 2019, the Town released a Request for Proposals for the rehabilitation to the Shinnecock Commercial Fishing Dock. This is the Town's only commercial fishing dock. Design elements includes, addressing a failing bulkhead, aging electrical infrastructure, dredging design and rehabilitation of the parking and storage areas. The location of this commercial fishing dock, is vulnerable to coastal storms, so resiliency is an important aspect of design. LKMA was awarded this design contract and has developed the project plans and regulatory permit applications.

I have also had the opportunity to work with LKMA on a number of other types of civil engineering projects including pedestrian safety projects and building renovation projects. My experience has been positive, and professional, with timely response and addressing of any issues and/or questions pertaining to the project. If you require additional discussion, please feel free to call me at 631-766-4939.

Sincerely,

Christine Fetten, P.E.  
Town Engineer



## TOWN OF ISLIP

DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS

Angie M. Carpenter, Supervisor  
Thomas Owens, Commissioner

March 9, 2020

Jane M. Houdek, Attorney Public Works  
Nassau County Department of Public Works  
1194 Prospect Avenue  
Westbury, New York 11590

Re: L.K. McLean Associates, PC Recommendation

Dear Ms. Houdek,

The Town of Islip has used L.K. McLean Associates, PC (LKMA) for numerous marine construction projects over the last 15 years and continues to rely on them to provide professional engineering services to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed projects such as: Bay Shore Marina Exterior Bulkhead and Boardwalk (2009); Maple Street Dock Marina (2008); East Islip Marina (2013); Atlantique Marina dock and electrical repairs (2013); Maple Avenue Dock Reconstruction (2014) and Bayport Beach Breakwater (2018).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were critical to receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been satisfied with the work LKMA has provided to the Town.

Very truly yours,

Harry Sundin,  
Deputy Commissioner



## INCORPORATED VILLAGE OF OCEAN BEACH

POST OFFICE BOX 457  
OCEAN BEACH, NEW YORK 11770-0457  
TEL: (631) 583-5940 FAX: (631) 583-7597  
[www.villageofoceanbeach.org](http://www.villageofoceanbeach.org)

JAMES S. MALLOTT *Mayor*  
MATTHEW M. BLAKE, *Deputy Mayor*  
DAWN L. HARGRAVES, *Trustee*  
CHRISTOPHER F. NORRIS, *Trustee*  
BRIAN C. POWER, *Trustee*

STEVEN W. BRAUTIGAM, *Clerk/Treasurer*  
KEVIN J. SCHELLING, *Superintendent of Public Works*

March 9, 2020

Jane M. Houdek, Attorney Public Works  
Nassau County Department of Public Works  
1194 Prospect Avenue  
Westbury, New York 11590

### Re: Letter of Recommendation LKMA

Dear Ms. Houdek,

L.K. McLean Associates, PC has provided architectural, engineering design, construction administration and inspection services on several recent projects for the Village of Ocean Beach. Some of these projects include:

- **Reconstruction of the Ocean Beach Ferry Terminal (Phase 1)** - This project was federally funded under the ferry boat discretionary program and it involved the reconstruction of a majority of the ferry basin's bulkheads, passenger boardwalks and freight dock. This project was successfully completed in the spring of 2017 and LKMA's efforts on this project allowed the Village to be reimbursed for the full amount the grant. This was a \$2.3 million construction project. LKMA provided design and CI/CA in accordance with NYSDOT requirements.
- **Reconstruction of the Ferry Terminal Building** - LKMA provided architectural and engineering design services for a new 7,500 sf ferry terminal building. This project was successfully completed in 2018 and was a \$5 million construction project. In addition to design services, LKMA provided construction inspection and administration services and assisted the Village in the efforts to get the project reimbursed by FEMA.
- **North Side Bulkheads** - LKMA provided engineering design, permitting and inspection services for the replacement of 400 feet of deteriorated bulkhead. The projects were completed in 2017 at a cost of approximately \$600,000.

We have been satisfied with the professional services LKMA has provided and find them to be a qualified, responsive and conscientious firm that we continue to work with to help maintain the essential marine facilities in our Village.

Very truly yours,

Steven W. Brautigam,  
Village of Ocean Beach Clerk/Treasurer



Michael D. Sarlo, Chief  
Accredited Police Agency

**TOWN OF EAST HAMPTON  
POLICE DEPARTMENT  
Marine Division**  
131 Wainscott Northwest Road  
P.O. Box 909  
Wainscott, NY 11975-0909



Edward Michels  
Chief  
Harbormaster  
631-537-6863  
Fax-631-537-6833

March 13, 2020

Jane M. Houdek, Attorney, Public Works  
Nassau County Department of Public Works  
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C. (LKMA)

Dear Ms. Houdek,

As the Harbormaster for the Town of East Hampton, I have worked with LKMA for several years on various types of successful projects. I have found that LKMA brings a broad range of professional engineering knowledge and municipal support to each project. My experience is that they are very responsive and possess a high level of technical expertise in the marine infrastructure as well as other architectural and engineering improvement projects.

We are currently contracted with LKMA on a bulkhead replacement project at the Head of the Harbor in Three Mile Harbor. LKMA designed, permitted, issued bid documents and is providing construction support for the replacement of 675 feet of bulkhead. The project also entails utility upgrades, mooring pile replacement and boardwalk replacement. The project required multi-agency permitting, and coordination.

I have also had the opportunity to work with LKMA on a number of other types of architectural and site improvement projects at the East Hampton Police Headquarters and building renovation projects. I plan to continue using LKMA on our upcoming marine infrastructure improvements, which include but is not limited to the design of a small boat ramp and dock improvements at the Montauk commercial fishing docks.

My experience with LKMA has been positive and professional and we will continue to work with their firm.

Respectfully,

Ed Michels  
Chief Harbormaster  
Town of East Hampton



TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

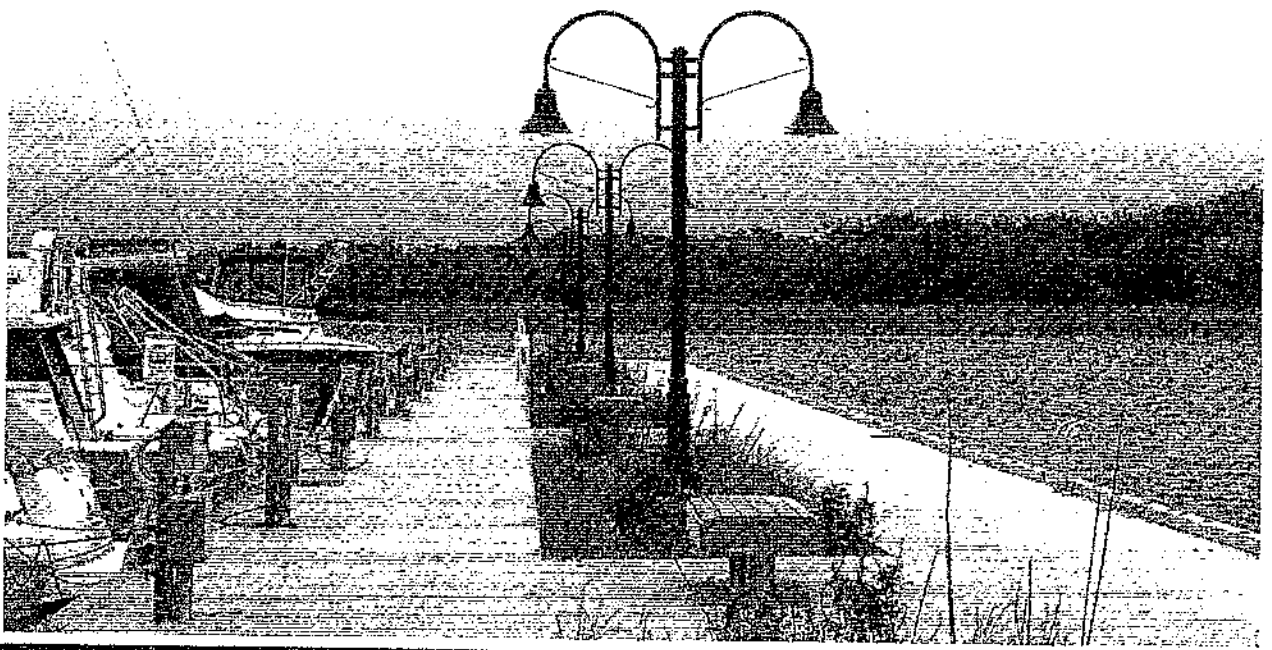
## PROJECT NAME: EAST ISLIP MARINA

CLIENT REFERENCE: THOMAS OWENS, COMMISSIONER  
TOWN OF ISLIP DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS  
631-224-5414



Provided survey & engineering services relative to the replacement of 1,300 linear feet of timber bulkhead with vinyl bulkhead. In addition to a new bulkhead, the project included the replacement of the existing boardwalks with IPE (ironwood) decking, new electrical power posts, new water service, new park benches and decorative pedestrian lighting. The project also included dredging the interior of the marina where necessary. Permits obtained by LKMA included NYS DEC, US Army Corps, and NYS Department of State. Soil investigations, site survey, and bulkhead structural analyses were all performed by LKMA staff.

- MARINA RECONSTRUCTION
- VINYL BULKHEAD & IPE DECKING
- ELECTRIC AND WATER UTILITY UPGRADES
- MAINTENANCE DREDGING
- 2013 COMPLETION
- \$2 MILLION CONSTRUCTION COST



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

[WWW.LKMA.COM](http://WWW.LKMA.COM)





TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

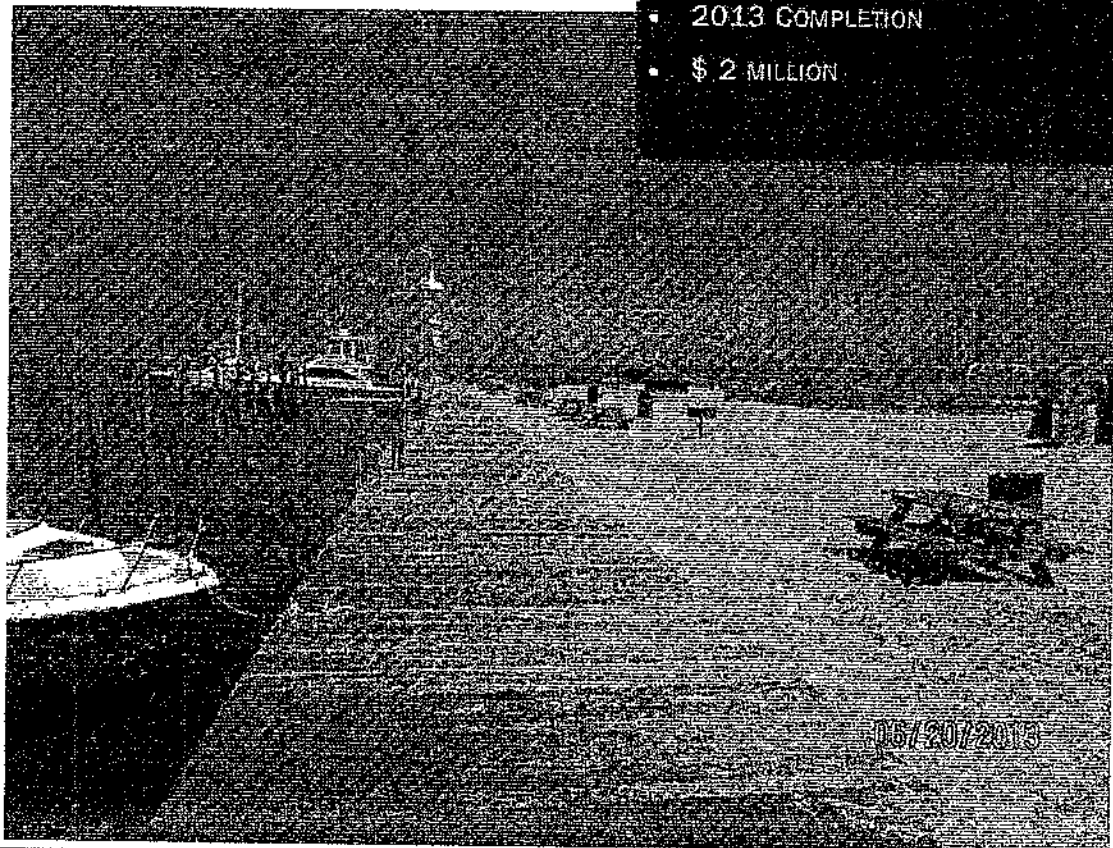
**PROJECT NAME: ATLANTIQUE BEACH & MARINA  
FIRE ISLAND, TOWN OF ISLIP**



CLIENT REFERENCE: HARRY SUNDEN, DEPUTY COMMISSIONER  
TOWN OF ISLIP DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS  
631-224-5430

In response to the destruction caused by Hurricane Sandy, LKMA provided a damage assessment report, final contract bid documents and construction inspection for the extensive repairs that were necessary to re-open the Town of Islip facility to the public before Memorial Day 2013. Repairs included 550 feet of bulkhead replacement, complete replacement of the dock's electrical system, boardwalk reconstruction and repairs to existing comfort stations.

- BULKHEAD REPLACEMENT
- ELECTRIC UPGRADES
- BOARDWALK RECONSTRUCTION
- 2013 COMPLETION
- \$ 2 MILLION



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8868

WWW.LKMA.COM





TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

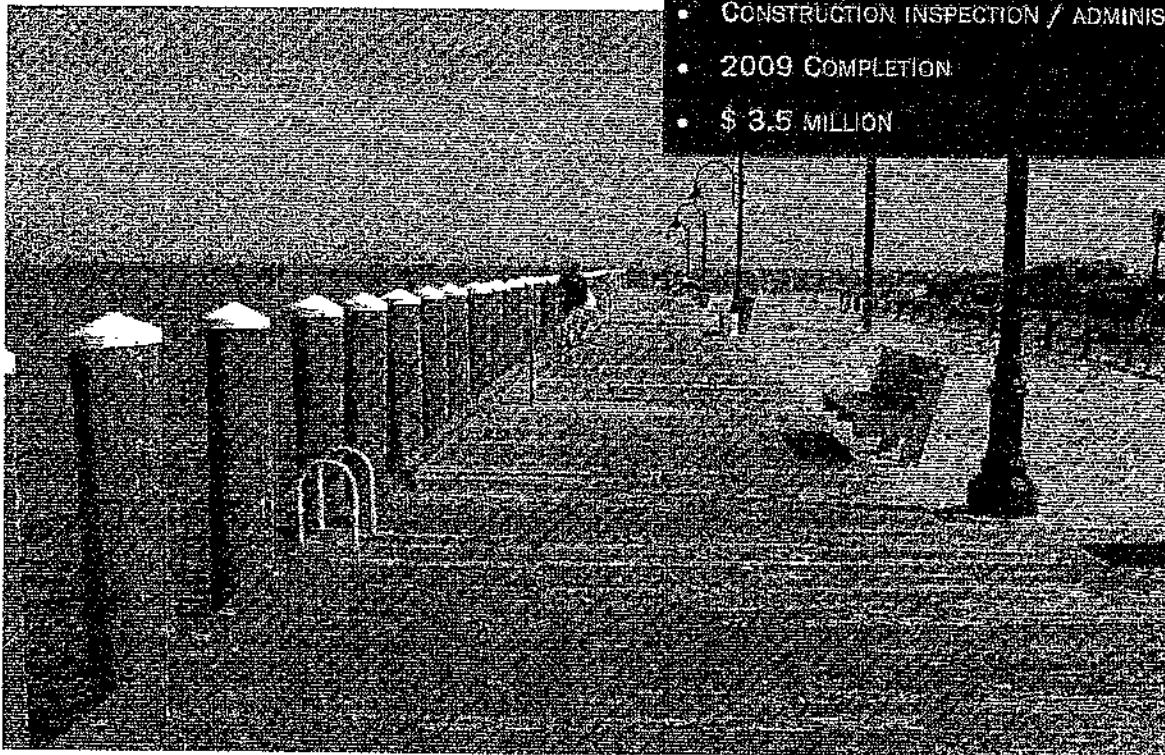
**PROJECT NAME: BAY SHORE MARINA BULKHEAD REPLACEMENT  
GREAT SOUTH BAY, TOWN OF ISLIP**

CLIENT REFERENCE: HARRY SUNDEN, DEPUTY COMMISSIONER  
TOWN OF ISLIP DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS  
631-224-5430



Provided survey & engineering services relative to the replacement of 2,150 linear feet of timber bulkhead with steel sheet bulkhead. Project was completed in two separate construction contracts. In addition to a new bulkhead, the project included new boardwalks with IPE (Ironwood) decking, new park benches and decorative pedestrian lighting. Permits obtained by LKMA included NYSDEC, US Army Corps, and NYS Department of State. Soil investigations, site survey, and bulkhead structural analyses were all performed by LKMA staff. Economic analyses of various types of bulkhead designs were provided to the Town for their review.

- BULKHEAD DESIGN
- BOARDWALK REPLACEMENT
- PERMITTING
- CONSTRUCTION INSPECTION / ADMINISTRATION
- 2009 COMPLETION
- \$ 3.5 MILLION



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

[WWW.LKMA.COM](http://WWW.LKMA.COM)







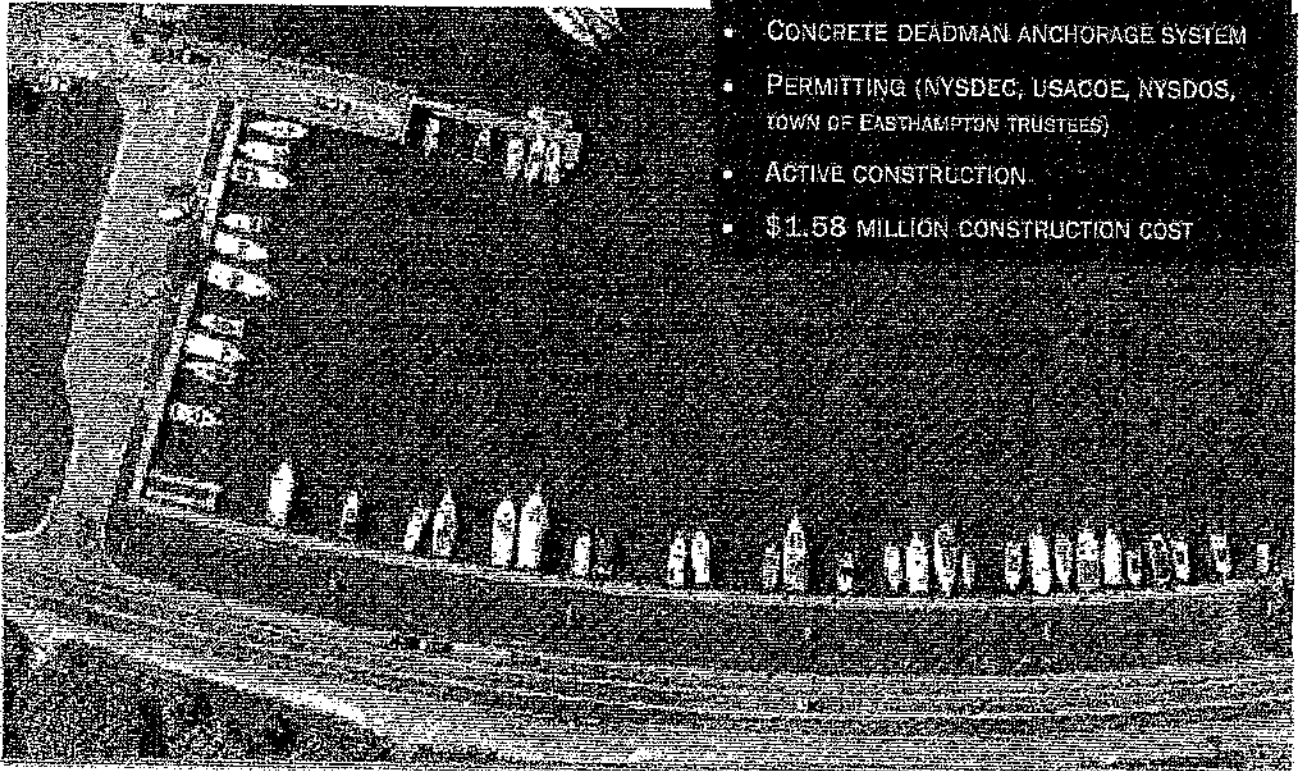
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

## PROJECT NAME: THREE MILE HARBOR MARINA IMPROVEMENTS

CLIENT REFERENCE: ED MICHELS  
TOWN OF EAST HAMPTON  
631-537-6863



Provided survey, engineering and permitting services relative to the replacement of 675 linear feet of timber bulkhead with a new composite bulkhead and a pile supported boardwalk with 4,700 square feet of composite decking. Permits obtained by LKMA include NYSDEC, US Army Corps, NYS Department of State and Town of Easthampton Trustees. Topographic survey, permitting, bulkhead structural analysis and site design were all performed by LKMA staff. Project included bulkhead replacement, and utility restoration to marina.



- COMPOSITE BULKHEAD & COMPOSITE DECKING
- ELECTRIC AND WATER UTILITY UPGRADES
- CONCRETE DEADMAN ANCHORAGE SYSTEM
- PERMITTING (NYSDEC, USACE, NYSDOS, TOWN OF EASTHAMPTON TRUSTEES)
- ACTIVE CONSTRUCTION
- \$1.58 MILLION CONSTRUCTION COST

437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

[WWW.LKMA.COM](http://WWW.LKMA.COM)





TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

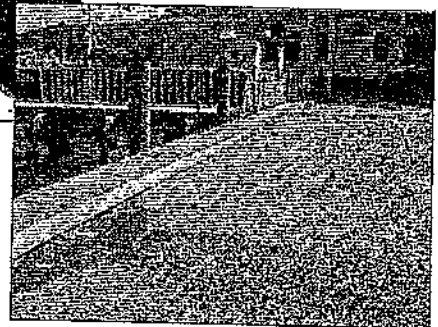
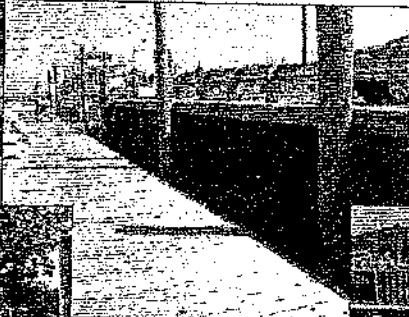
## PROJECT NAME: PORT JEFFERSON MARINA BULKHEAD REPLACEMENT MARY BAYLES PARK & WEST ANNEX

CLIENT REFERENCE: EDWARD MORRIS, COMMISSIONER  
TOWN OF BROOKHAVEN DEPARTMENT OF PARKS  
631-451-6140



The Town of Brookhaven hired LKMA to prepare permit drawings for the replacement of two sections (totaling 350 linear feet) of old steel bulkhead situated within the Port Jefferson Marina. The project required separate NYSDEC Tidal Wetland approvals and was bid separately. The Contractor (for both projects) removed the existing steel bulkhead system and installed a fiberglass sheet pile (Mary Bayles Park @ Danfords) and marine grade steel sheet pile (West Annex). Any and all electrical distribution lines were temporarily removed and replaced once the bulkhead installations were complete. During the five month construction schedule, the project required coordination with the existing ferry company, party-boat vendor (Martha Jefferson), Danfords Restaurant and the general public using the parking lot facility. All construction was completed without incident, on-time and within the project's budget (\$525,000). LKMA prepared the permit package, bid specifications and construction drawings for each of the two marine construction projects and provided construction management and support services during the construction of the project.

- BULKHEAD REPLACEMENT
- TIDAL WETLANDS
- ELECTRICAL WORK
- PERMITTING / BID SPECS
- CONSTRUCTION MANAGEMENT
- 2007 COMPLETION
- \$525,000



The photographs above depict the new bulkhead systems installed at the two locations along the Port Jefferson Marina Facility.

437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

WWW.LKMA.COM





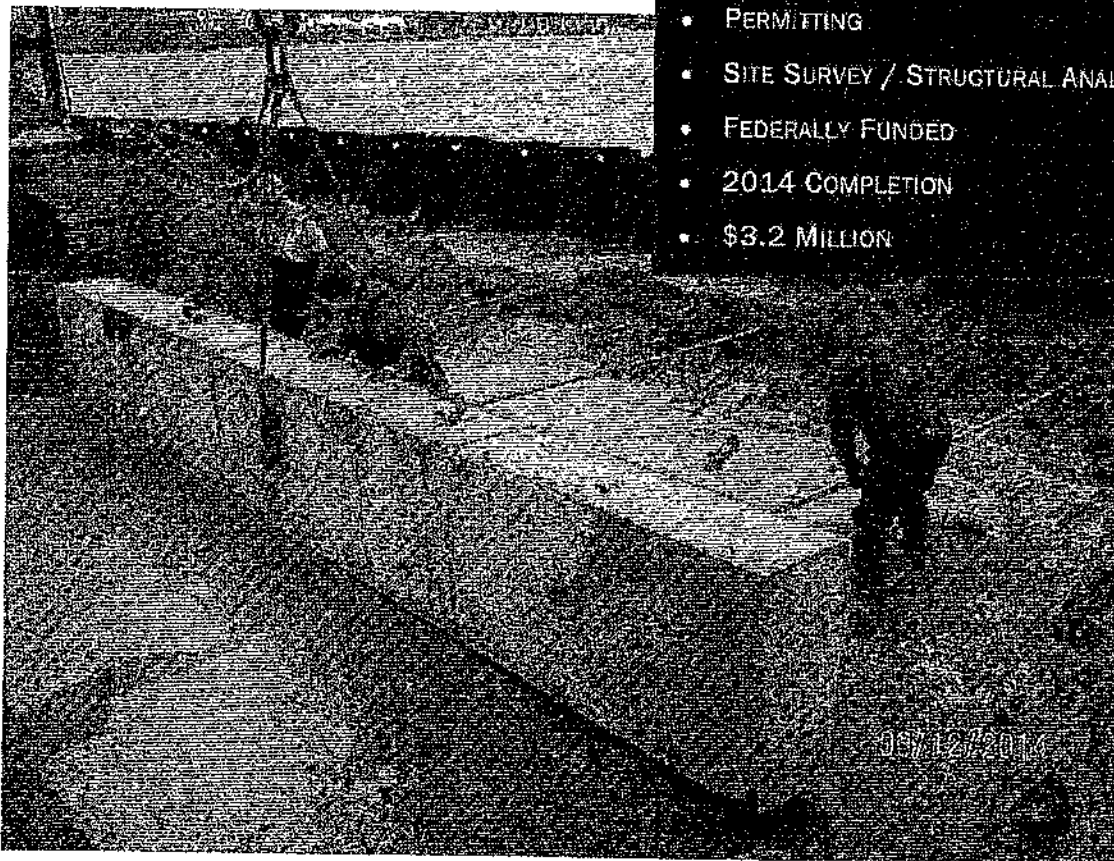
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

**PROJECT NAME: MAPLE AVENUE DOCK BULKHEAD REPLACEMENT  
BAY SHORE, TOWN OF ISLIP**

CLIENT REFERENCE: HARRY SUNDEN, DEPUTY COMMISSIONER  
TOWN OF ISLIP DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS  
631-224-5430



Provided survey & engineering services relative to the replacement of 1,640 linear feet of timber bulkhead with the proposed epoxy coated steel bulkhead. Alternative designs were developed and presented to the Town of Islip including both vinyl and steel sheet bulkhead. Permits obtained by LKMA include NYSDEC, US Army Corps, and NYS Department of State. Site survey and bulkhead structural analyses were all performed by LKMA staff. Project was federally funded under the FHWA Ferry Boat Discretionary Grant Program and was administered by the NYSDOT. LKMA prepared the NYSDOT approved Design Approval Document (DAD), contract documents using State approved specifications and construction inspection and administration services in conformance with NYSDOT specifications and procedures.



- TIMBER BULKHEAD REPLACEMENT
- PERMITTING
- SITE SURVEY / STRUCTURAL ANALYSIS
- FEDERALLY FUNDED
- 2014 COMPLETION
- \$3.2 MILLION

437 SOUTH COUNTRY ROAD  
BROCKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE, NY 11801  
(631) 286-8668

WWW.LKMA.COM





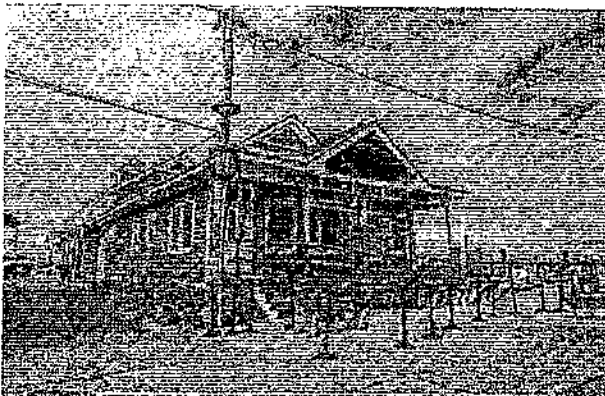
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

## PROJECT NAME: OCEAN BEACH FERRY TERMINAL RECONSTRUCTION

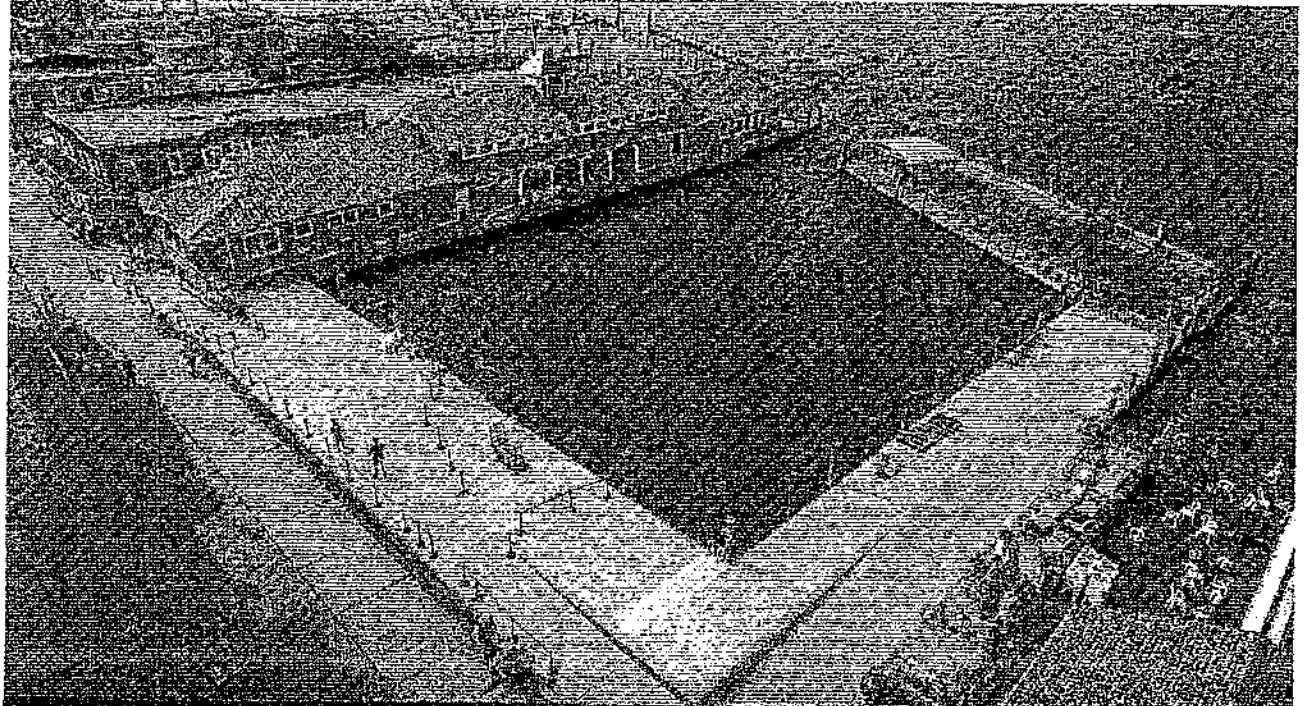
CLIENT REFERENCE: STEVEN BRAUTIGAM, CLERK/TREASURER  
VILLAGE OF OCEAN BEACH  
631-583-7597



Subsequent to the destruction caused by Superstorm Sandy, LKMA provided the site survey, marine engineering, site and civil engineering, architectural design and construction support services for a two phase ferry terminal construction project. The first phase of the project included reconstruction of the entire ferry basin including bulkhead replacement and new precast concrete freight docks. The second phase included a new ferry terminal building designed to meet FEMA requirements. The Ferry Terminal acts as the gateway for over 500,000 visitors coming to the Village each year.



- NEW FERRY TERMINAL BUILDING
- FREIGHT & PASSENGER FERRY DOCKS
- STEEL BULKHEAD DESIGN
- PRECAST CONCRETE FREIGHT DOCK
- 2018 COMPLETION
- \$7.3 MILLION CONSTRUCTION COST



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE, NY 11801  
(631) 286-8668

WWW.LKMA.COM







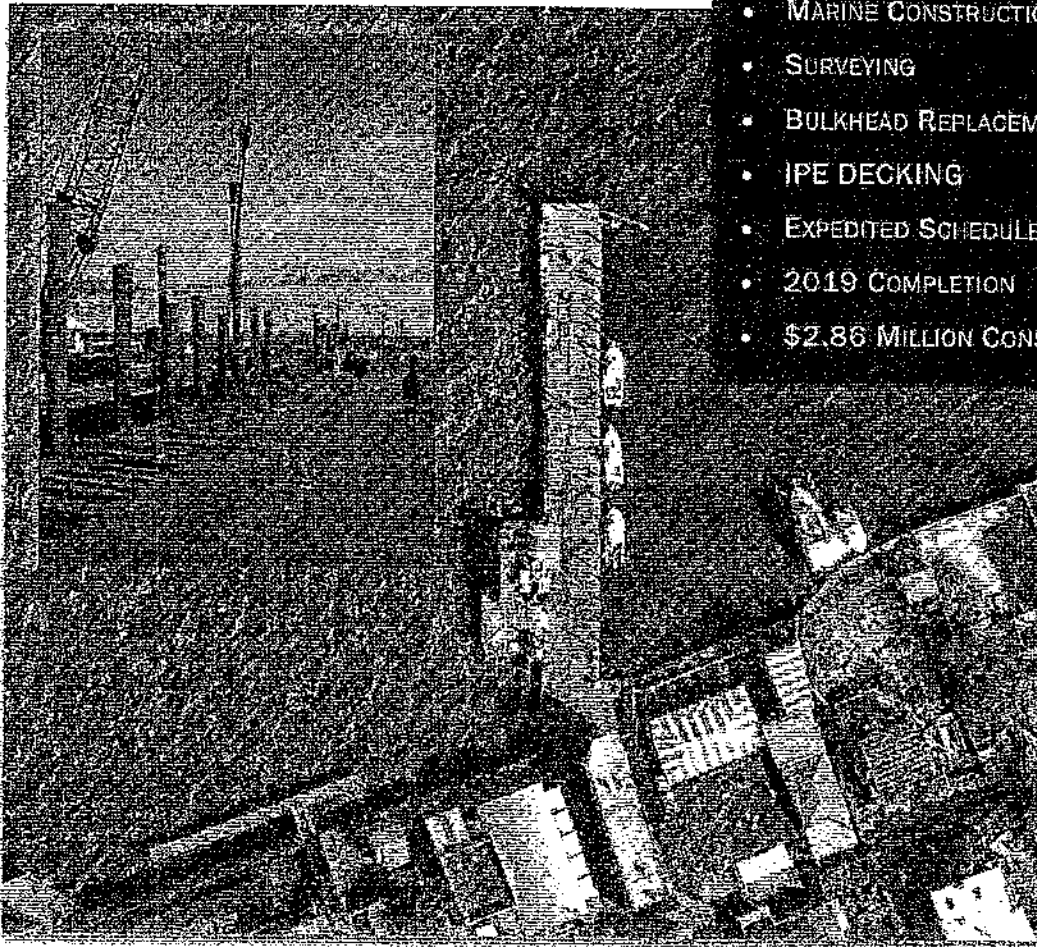
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

## PROJECT NAME: RECONSTRUCTION OF THE CHERRY GROVE FILLED PIER AND FERRY DOCK

CLIENT REFERENCE: EDWARD MORRIS, COMMISSIONER  
TOWN OF BROOKHAVEN DEPARTMENT OF PARKS & RECREATION  
631-451-6140



Provided survey, engineering and permitting services relative to the installation of approximately 592 linear feet of steel sheeting directly in front of the existing steel sheeting forming the perimeter of the solid fill pier and the installation of 70 linear feet of cantilevered steel sheeting at the south end of the pier. The new fill pier was surfaced with approximately 6,200 square feet of IPE decking. The proposed design involved modifying the existing layout of the Filled Pier and Ferry Dock to improve the overall functionality of the dock and improve public safety. The modifications to the existing layout include demolition of the existing freight dock and constructing a new freight dock approximately 78' south of its existing location. Additionally, a new 700 square foot pile supported boardwalk was constructed along the east side of the pier to provide additional storage for freight.



- MARINE CONSTRUCTION
- SURVEYING
- BULKHEAD REPLACEMENT
- IPE DECKING
- EXPEDITED SCHEDULE
- 2019 COMPLETION
- \$2.86 MILLION CONSTRUCTION COST

437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE, NY 11801  
(631) 286-8668

[WWW.LKMA.COM](http://WWW.LKMA.COM)





TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

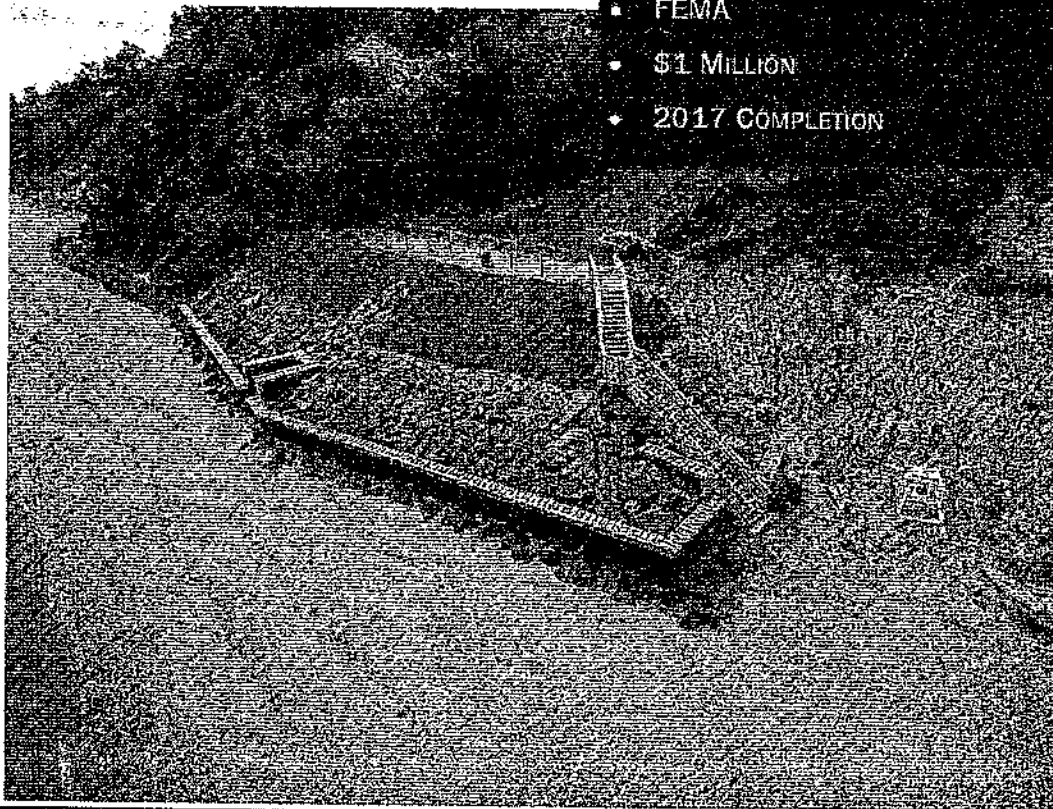
## PROJECT NAME: FRIENDSHIP DRIVE SHORELINE STABILIZATION

CLIENT REFERENCE: STEVE TRICARICO  
DEPUTY SUPERINTENDENT OF HIGHWAYS  
TOWN OF BROOKHAVEN  
631-451-9242



Immediately after Super Storm Sandy, LKMA prepared damage assessment reports for the Town of Brookhaven's Highway Department at the Friendship Drive Road ending in Rocky Point. The work included working closely with the Town's Department of Public Safety and consultants (AIDRC) working for the Federal government (FEMA). Our office supported the scope of work that was prepared to obtain funding for the shoreline stabilization project. LKMA prepared all design documents and secured all environmental permits needed to construct the shoreline stabilization project. The project included the installation of a cantilevered steel bulkhead, armor stone revetment, upland plantings; and new stormwater quality treatment system.

- SHORELINE STABILIZATION
- STORMWATER QUALITY TREATMENT SYSTEM
- ENVIRONMENTAL PERMITTING
- BULKHEADING
- FEMA
- \$1 MILLION
- 2017 COMPLETION



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

WWW.LKMA.COM





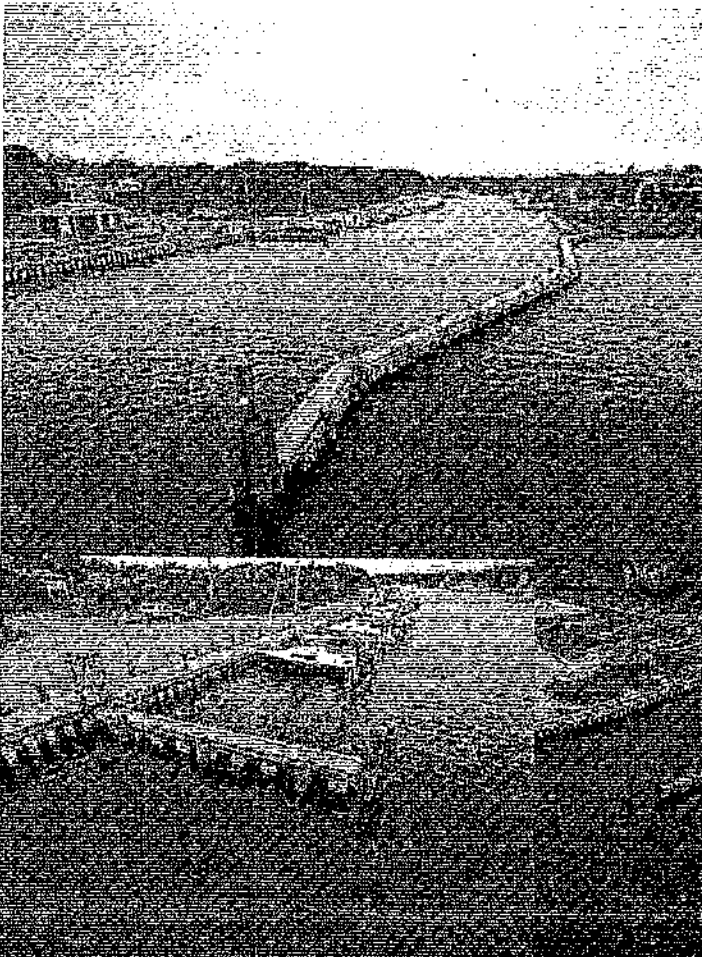
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

## PROJECT NAME: BAYPORT BEACH BREAKWATER AND DREDGING

CLIENT REFERENCE: THOMAS OWENS, COMMISSIONER  
TOWN OF ISLIP DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS  
631-224-5414



Provided bathymetric survey and engineering design and construction services for a new 330' long breakwater consisting of timber piles wales and vinyl sheeting. The new breakwater replaced a failed fill pier and restored protection of the upland marina from Great South Bay waves. An important component of the project included dredging the channel to a minimum depth of 6 feet at low tide. Permits obtained by LKMA included NYSDEC, US Army Corps, and NYS Department of State. In order to obtain permits for the dredging aspect of the project, LKMA developed dredging plans and a Sediment Sampling and Analysis Plan that was reviewed and approved by the NYSDEC Materials Division. Soil investigations, site survey, permitting and breakwater structural analyses were all performed by LKMA staff. Project construction cost was \$515,000 million.



- MARINE CONSTRUCTION
- BREAKWATER / WAVE SCREEN DESIGN
- DREDGING
- 2018 COMPLETION
- \$515,000 CONSTRUCTION COST

437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

WWW.LKMA.COM





TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

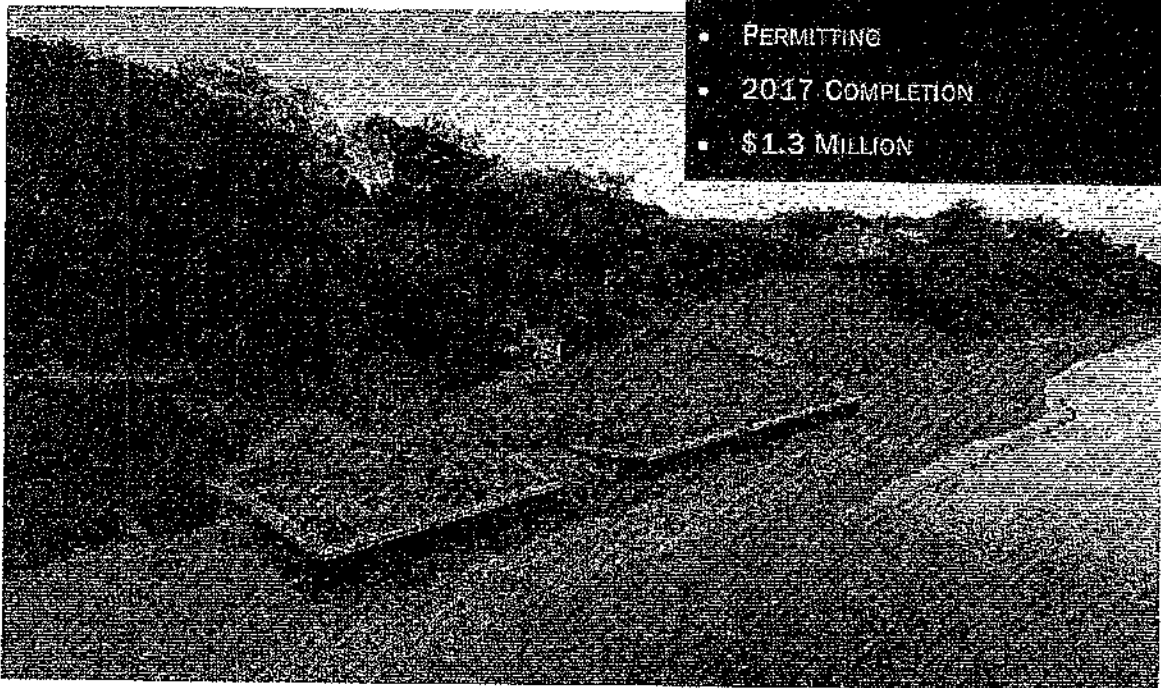
## PROJECT NAME: GULLY LANDING SHORELINE STABILIZATION

CLIENT REFERENCE: STEVE TRICARICO, DEPUTY SUPERINTENDENT  
TOWN OF BROOKHAVEN DEPARTMENT OF HIGHWAY  
631-451-9242



Immediately after Super Storm Sandy, LKMA prepared damage assessment reports for the Town of Brookhaven's Highway Department at the Gully Landing Road ending in Miller Place. The work included working closely with the Town's Department of Public Safety and consultants (AIDRC) working for the Federal government (FEMA). Our office supported the scope of work that was prepared to obtain funding for the shoreline stabilization project. LKMA prepared all design documents and secured all environmental permits needed to construct the shoreline stabilization project. The project included the installation of a cantilevered steel bulkhead, armor stone revetment, upland plantings; and new stormwater quality treatment system.

- SHORELINE STABILIZATION
- FEMA
- CANTILEVERED BULKHEAD
- STORMWATER QUALITY TREATMENT SYSTEM
- PERMITTING
- 2017 COMPLETION
- \$1.3 MILLION



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE, NY 11801  
(631) 286-8668

WWW.LKMA.COM







TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

**PROJECT NAME: MAPLE STREET DOCK BULKHEAD & UTILITY IMPROVEMENTS, BAY SHORE, TOWN OF ISLIP**

CLIENT REFERENCE:

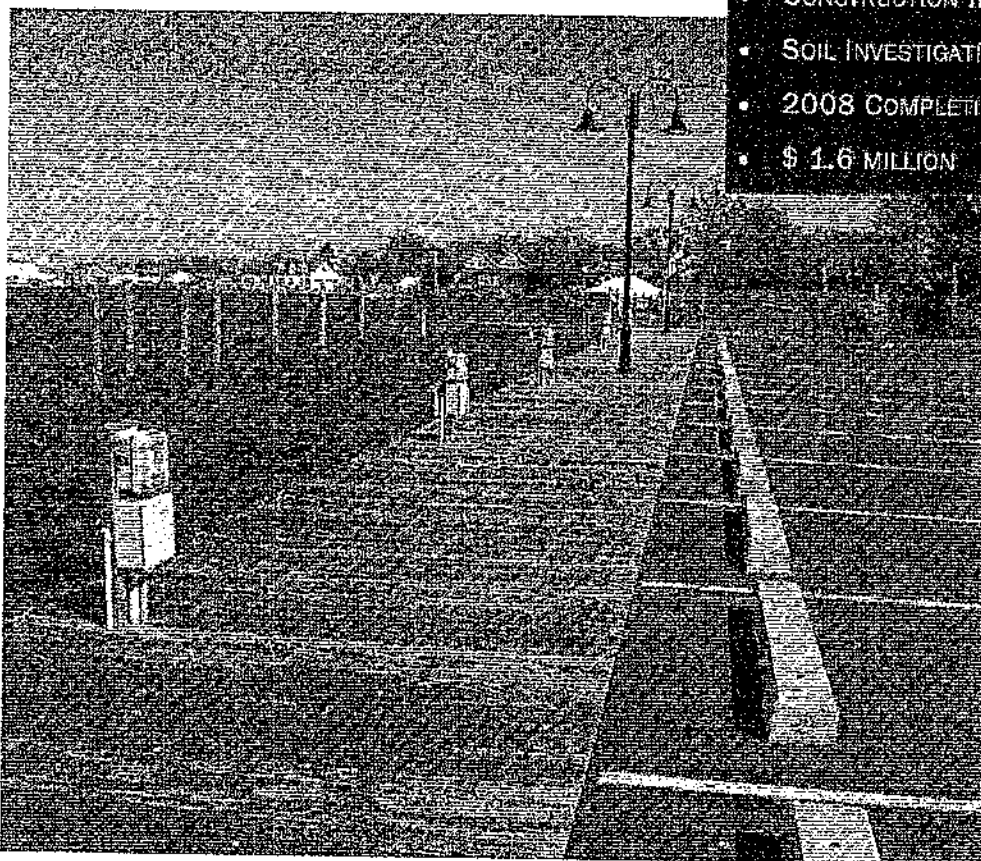
HARRY SUNDEN, DEPUTY COMMISSIONER

TOWN OF ISLIP DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS  
631-224-5430



Provided survey & engineering services relative to the rehabilitation of the existing 56 slip marina located at the west end of Maple Street in the Town of Islip. Proposed improvements include replacement of 1,200 linear feet of timber bulkhead with navy style vinyl sheet bulkhead, boardwalk structure with composite decking, upgrade of the existing shore power receptacles, and upgrade of the existing water utilities. A unique aspect of the proposed design was the replacement of the existing earthfill pier and timber bridgeways in conformance with the DEC regulations. LKMA provided plans and inspection services for the reconstruction of the asphalt parking lot and stormwater treatment system. Permits obtained by LKMA include NYS DEC, US Army Corps, and NYS Department of State. Soil investigations, site survey, electrical and bulkhead structural analyses were all performed by LKMA staff.

- TIMBER BULKHEAD REPLACEMENT
- DEC CONFORMANCE / PERMITTING
- CONSTRUCTION INSPECTION
- SOIL INVESTIGATIONS / SITE SURVEY
- 2008 COMPLETION
- \$ 1.6 MILLION



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

WWW.LKMA.COM





TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

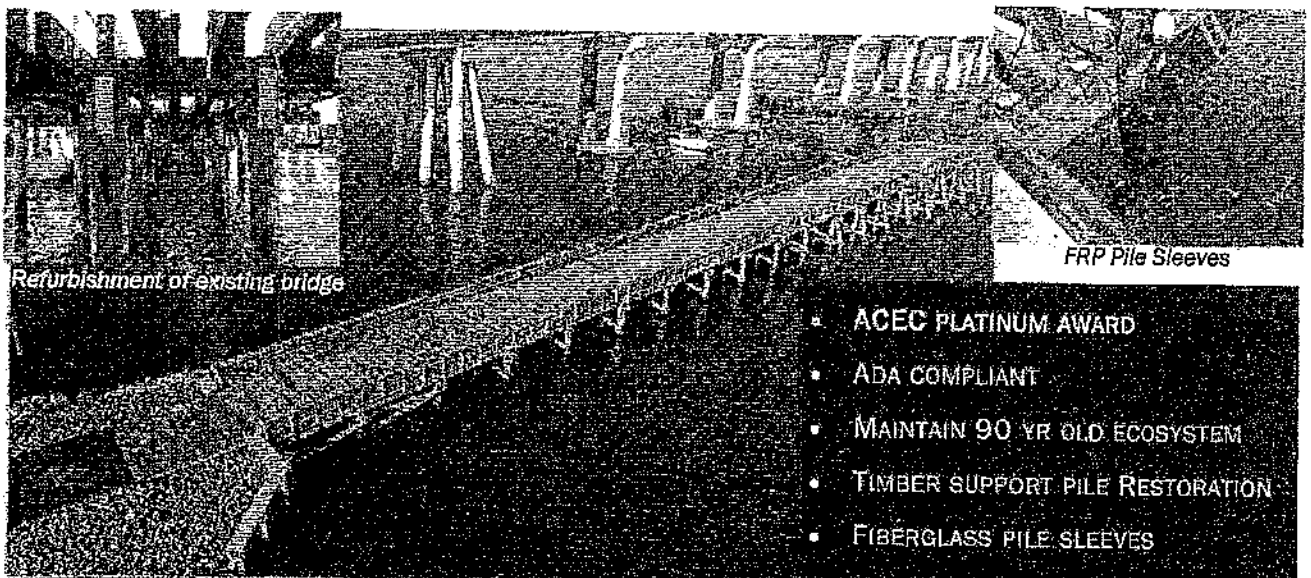
PROJECT NAME: OLD PONQUOGUE BRIDGE & PIER RESTORATION

CLIENT REFERENCE: CHRISTINE FETTEN, PE.  
TOWN OF SOUTHAMPTON  
631-702-1750



Project required design solutions for restoration of the Old Ponquogue Bridge constructed in 1930. This bridge was once a drawbridge connecting the mainland to the Atlantic Ocean barrier beach in Hampton Bays and was used until 1986 when a modern concrete bridge was constructed to replace it. After 1986, the drawbridge portion of the bridge was removed and the piers were left for the public to enjoy recreational activities such as fishing, diving and sightseeing. Since the original construction, the wood pilings have created one of the most diverse underwater ecosystems along the Long Island Shoreline. The south pier is considered Long Island's premier dive location.

The objective of the restoration was to save as much of the 1920's bridge design as possible. On the south pier, closely spaced IPE tropical hardwood decking was chosen to mimic the original bridge deck's sunlight/shading. Restoring the existing deteriorated timber piles included the use of fiberglass pile sleeves with epoxy fill preserve. Using divers, pile sleeves were placed from 2 feet below the mudline to 2 feet above the high water level. The north side's height above the water was substantially lower. To allow sunlight to penetrate to the bay bottom, an aluminum ADA compliant grate decking was incorporated into the design. The grate decking also was designed so that tidal fluctuations do not create uplift forces mitigating potential damage from tidal surges. The refurbishment design replaced all structural connections on the north and south piers.



Refurbishment of existing bridge

FRP Pile Sleeves

- ACEC PLATINUM AWARD
- ADA COMPLIANT
- MAINTAIN 90 YR OLD ECOSYSTEM
- TIMBER SUPPORT PILE RESTORATION
- FIBERGLASS PILE SLEEVES
- 2019 COMPLETION
- \$2 MILLION CONSTRUCTION

437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

WWW.LKMA.COM





TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

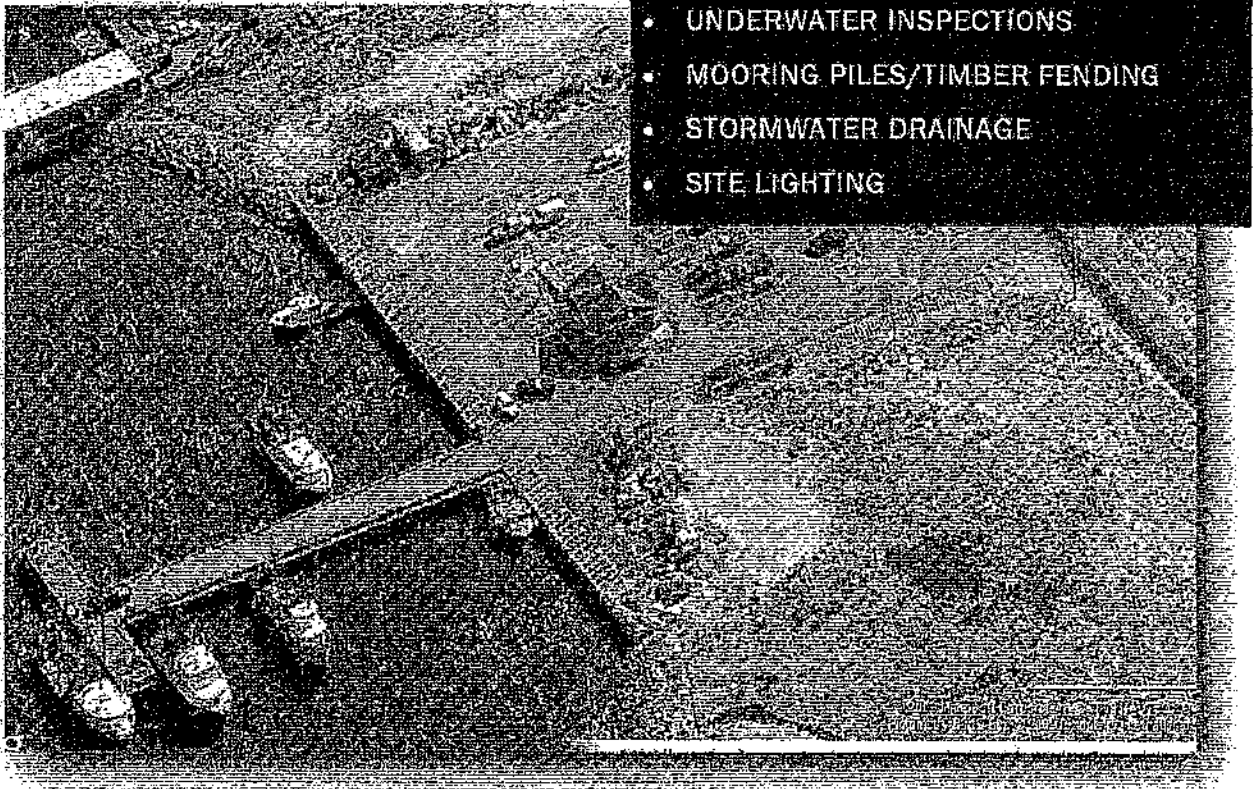
## PROJECT NAME: SOUTHAMPTON SHINNECOCK COMMERCIAL FISHING PIER

CLIENT REFERENCE: KRISTEN DOULOS, TOWN PARKS DIRECTOR  
TOWN OF SOUTHAMPTON  
631-728-8585



This project entailed the inspection, design, survey and environmental permitting for renovation of a 20-slip commercial fishing dock. In-house certified divers performed an underwater structural inspection of the existing wooden pilings to assess damage caused by marine borers. Based on field observations the project was designed to include the installation of 27 new steel mooring piles, 600 linear feet of timber fender system, dredging of 250 yards of sediment, decking repairs and provision for electric service out along the pier. Additional project elements included the design and construction of a new Dock Masters Building, improvement of site storm water drainage, installation of site lighting and security surveillance system, and landscaping with beach grass.

- DESIGN, SURVEY, INSPECTION
- ENVIRONMENTAL PERMITTING
- UNDERWATER INSPECTIONS
- MOORING PILES/TIMBER FENDING
- STORMWATER DRAINAGE
- SITE LIGHTING



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWERIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

[WWW.LKMA.COM](http://WWW.LKMA.COM)





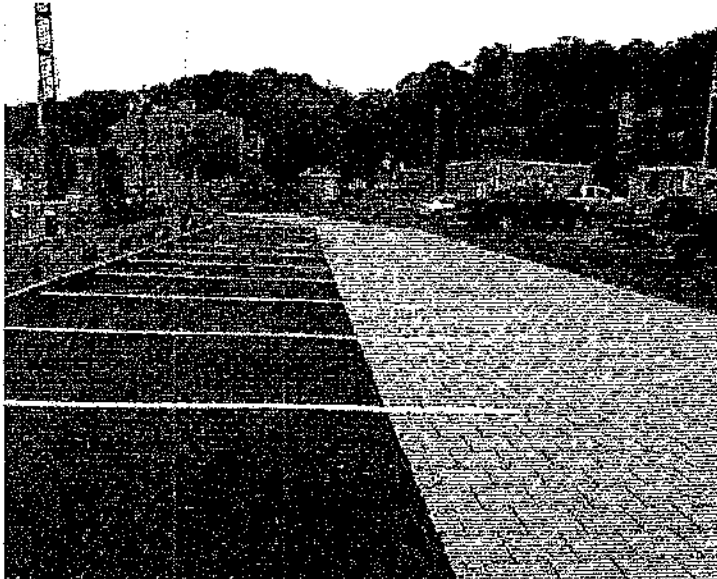
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

## PROJECT NAME: HALESITE MARINA IMPROVEMENTS

CLIENT REFERENCE: ED PARRISH, PE  
TOWN OF HUNTINGTON  
516-903-2648



Provided survey, engineering and permitting services relative to the replacement of 410 linear feet of timber bulkhead with a new proposed epoxy coated steel bulkhead. Permits obtained by LKMA include NYSDEC, US Army Corps, and NYS Department of State. Topographic survey, permitting, bulkhead structural analysis and site design were all performed by LKMA staff. Project included bulkhead replacement, parking lot restoration, utility restoration to marina, architectural lighting, and stormwater quality improvements. Green Infrastructure in the form of porous pavers was implemented to capture and infiltrate the stormwater runoff from the parking lot prior.



- STEEL BULKHEAD
- PERMITTING (NYSDEC, USACE, NYSDOS)
- POROUS PAVERS (WATER QUALITY TREATMENT)
- 2016 COMPLETION
- \$2.5 MILLION



437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

[WWW.LKMA.COM](http://WWW.LKMA.COM)





TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

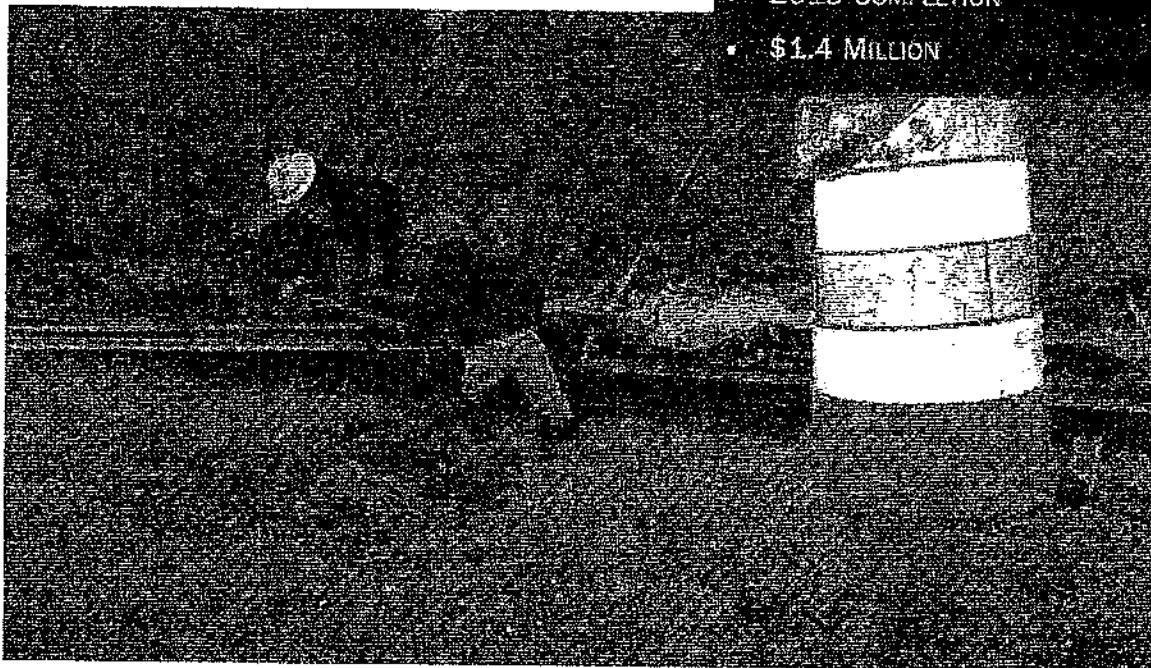
## PROJECT NAME: TOWN OF HUNTINGTON TOWN DOCK

CLIENT REFERENCE: ED PARRISH, PE  
TOWN OF HUNTINGTON  
516-903-2648



Provided survey & engineering services relative to the replacement of 400 linear feet of timber bulkhead with the proposed epoxy coated steel bulkhead. Permits obtained by LKMA include NYSDEC, US Army Corps, and NYS Department of State. Site survey and bulkhead structural analyses were all performed by LKMA staff. Project included bulkhead replacement, parking lot restoration and stormwater quality improvements.

- TIMBER BULKHEAD REPLACEMENT
- PERMITTING
- SITE SURVEY
- STORMWATER QUALITY
- 2015 COMPLETION
- \$1.4 MILLION



Construction Photo of new epoxy coated steel bulkhead anchorage system.

437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWSRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

[WWW.LKMA.COM](http://WWW.LKMA.COM)







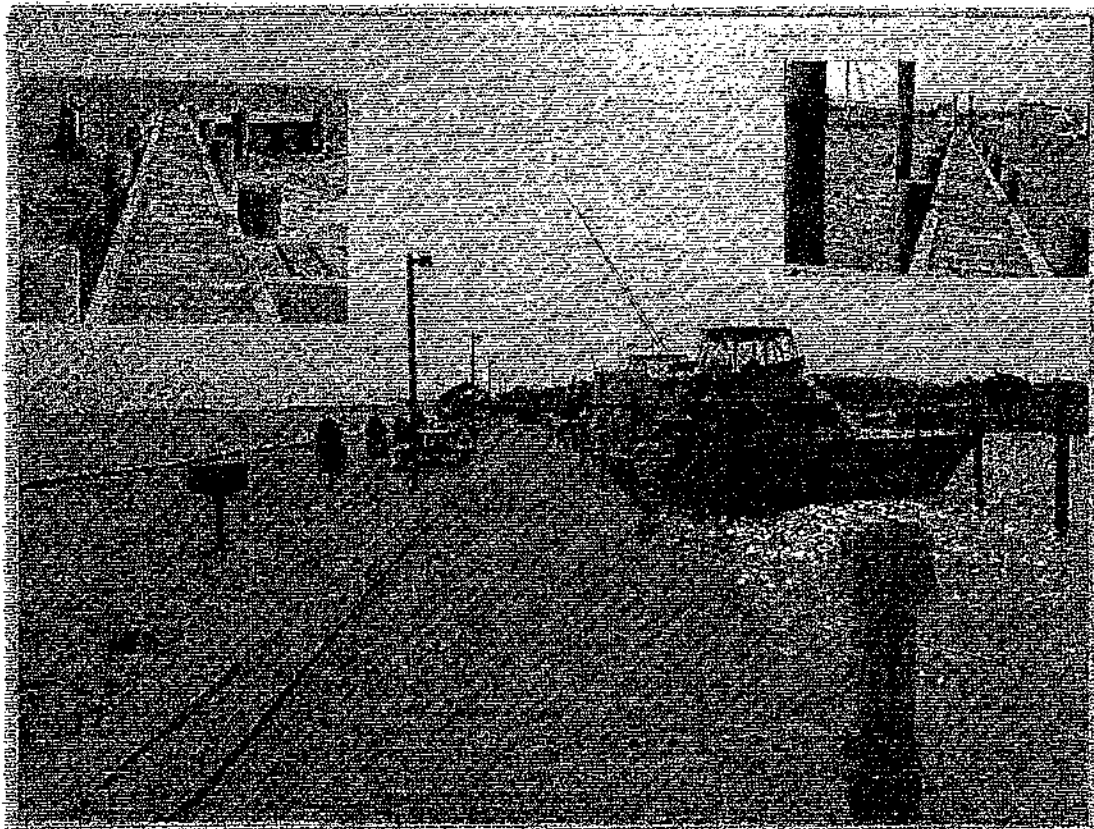
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

**PROJECT NAME: FIRE ISLAND—DAVIS PARK MARINA  
PHASE TWO IMPROVEMENTS**

CLIENT REFERENCE: EDWARD MORRIS, COMMISSIONER  
TOWN OF BROOKHAVEN DEPARTMENT OF PARKS & RECREATION  
631-451-6140



Design, survey, mapping, and construction monitoring of a new composite timber boardwalk and vinyl bulkhead construction for additional transient slips along the north beach area of the Davis Park Marina. The project also included the construction of two new steel waterbreaks located on the east and west side of the marina opening. Each steel break was finished with CCA treated timbers for maintenance and aesthetic purposes. The project allowed the Town's maintenance crew to install a new electric service to five new light fixtures along the new boardwalk. New five (5) and seven (7) pile clusters were part of the project to protect the new steel water breaks and landing craft (TOB) docking area. The project also included maintenance dredging of two specific areas within the marina. The excess material (2,500 cubic yards) was used to rehabilitate the eroded North Beach area.



The photograph above depicts the new composite timber decking along the Town's North Beach Boardwalk with photos of the new steel water breaks in each upper corner.

437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE, NY 11801  
(631) 286-8668

[WWW.LKMA.COM](http://WWW.LKMA.COM)





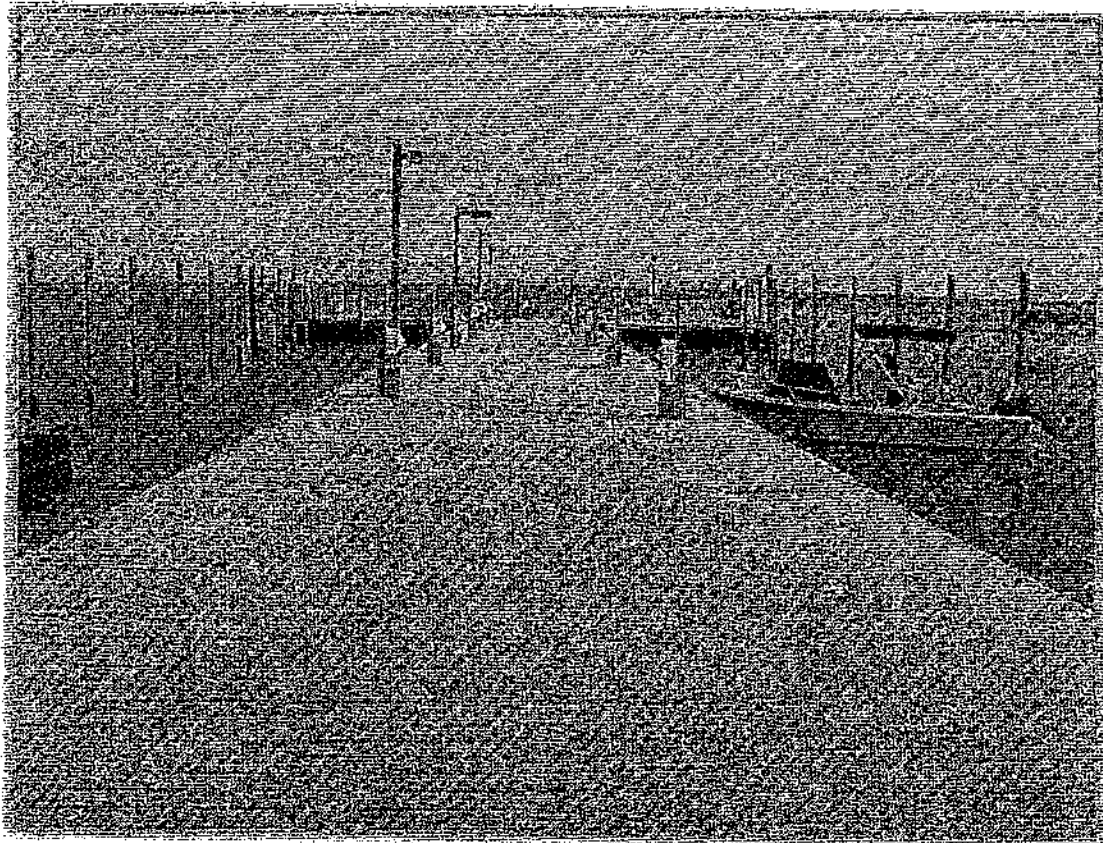
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

**PROJECT NAME: FIRE ISLAND—DAVIS PARK MARINA  
PHASE ONE IMPROVEMENTS**

CLIENT REFERENCE: EDWARD MORRIS, COMMISSIONER  
TOWN OF BROOKHAVEN DEPARTMENT OF PARKS & RECREATION  
631-451-6140



Design and construction monitoring of a new 8' X 44' finger dock for the Davis Park Ferry Company. The project also consisted of the replacement of CCA treated wood decking with a composite timber decking (Boardwalk by CertainTeed). The deck replacement continued from the entire dock to the Four Corners Intersection (Centerwalk meets Trustees Walkway) which is located approximately half way across the Island (north-south). New structural joists and stringers were installed along the new decking areas. The improvements allowed the Town's maintenance crew to replace all existing water and electrical lines with new services. New pile clusters were installed to assist the Ferry Company's docking procedures while new piles were installed within the marina to replace old piles compromised by the elements. The last major component of the marina improvements project was to resheath the entire perimeter of the pier and existing ferry dock.



The photo above depicts the new composite timber decking along the Town's ferry pier leading to the ferry docks at the Town's Davis Park Marina Facility in Fire Island.

437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719  
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304  
HICKSVILLE NY 11801  
(631) 286-8668

[WWW.LKMA.COM](http://WWW.LKMA.COM)



E-62-20  
Additional Backup



## 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 OrderProject Title: Resurfacing Van Dyke Ave Ph 54Department: Public Works Project Manager: Vong Date: 4/16/2020Service Requested: Resurfacing Design

Justification:

Requested by: OPW Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$ 300K  
Circle appropriate phaseTotal Project Cost: \$1m.1 Date Start Work: \_\_\_\_\_ Duration: \_\_\_\_\_  
Includes, design, construction and CM Phase being requested Phase being requestedCapital Funding Approval: YES ☒ NO ☐ [Signature] SIGNATURE DATEFunding Allocation (Capital Project): 61587  
See Attached Sheet if multiyear ☐NIFS Entered: 17 SIGNATURE DATE AIM Entered: \_\_\_\_\_ SIGNATURE DATEFunding Code: -054 Timesheet Code: 17-0148  
use this on all encumbrances 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] SIGNATUREDCE/Ops Approval: YES ☒ NO ☐ Pravin J. Sehrawat SIGNATURE 4/16/2020

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 \_\_\_\_\_