

NIFS ID:CLPW17000021 Department: Public Works

Capital: X

SERVICE: Amendment #3 H670008DKOn Call Agreement

Contract ID #:CFPW14000013

NIFS Entry Date: 09-AUG-17

Term: from to

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

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

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

	£5
Department:	117 2000 2000 2000 127 2000 127
Contact Name: Saji Varughese	
Address: 1194 Prospect Ave	D E
Westbury, NY 11590	0
Phone: 516 571 9651	w 5 ⁻⁴
	in a

Routing Slip

Department	NIFS Entry: X	09-AUG-17 LDIONISIO
Department	NIFS Approval: X	18-AUG-17 KARNOLD
DPW	Capital Fund Approved: X	18-AUG-17 KARNOLD
OMB	NIFA Approval: X	14-SEP-17 RDALLEVA
ОМВ	NIFS Approval: X	14-SEP-17 MVOCATURA
County Atty.	Insurance Verification: X	18-AUG-17 AAMATO
County Atty.	Approval to Form: X	21-AUG-17 NSARANDIS
Dep. CE	Approval: X	20-SEP-17 CRIBANDO
		1

Leg. Affairs	Approval/Review: X	14-SEP-17 MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	44.44.4
NIFA	NIFA Approval:	

Contract Summary

Purpose: The original contract was to provide On Call construction Management and Inspection services for all construction activities in the Highway/Bridge unit. This amendment is to extend the expiration date for 18 more months and adding \$500,000.00 to the cap. The new total amount that the County shall pay to the firm as full consideration for services not to exceed two million one hundred fifty thousand (\$2,150,000.00) dollars.

Method of Procurement: This contract was previously selected through an open competitive process.

Procurement History: The contract was previously selected through an open competitive process. This is an amendment to extend the expiation date for 18 more months and adding \$500,000.00 to the cap

Description of General Provisions: This is an amendment to extend the expiation date for 18 more months and adding \$500,000.00 to the cap

Impact on Funding / Price Analysis: With this amendment, there is \$500,000.00 increase in funding. the new total amount that the County shall pay to the firm as full consideration for services not to exceed two million one hundred fifty thousand (\$2,150,000.00) dollars as per this amendment. However at the current time, DPW is encumbering only \$250,000.00 for CM of resurfacing various Nassau County roadways.

Change in Contract from Prior Procurement: The contract amendment #3 will amend the expiation date for 18 more months and adding \$500,000.00 to the cap

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		
Fund: CAP		
Control:	61	
Resp:	587	
Object: 00003		
Transaction:	CL	
Project #:	61587	
Detail:	000	

RENEWAL	
%	
Increase	
%	" ·
Decrease	

FUNDING SOURCE	AMOUNT	
Revenue		
Contract:		
County	\$ 0.00	
Federal	\$ 0.00	
State	\$ 0.00	
Capital	\$ 250,000.00	
Other	\$ 0.00	
TOTAL	\$ 250,000.00	

LINE	INDEX/OBJECT CODE	AMOUNT
14	PWCAPCAP/61587/ 00003	\$ 250,000.00
		\$ 0.00
		\$ 0,00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 250,000.00

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

. Vendor: Lockwood, Kessler & Bartlett, Inc			
. Dollar amount requiring NIFA approval: \$250	0000		
Amount to be encumbered: \$250000			
This is a Amendment			
f new contract - \$ amount should be full amount of f advisement – NIFA only needs to review if it is in f amendment - \$ amount should be full amount of	ncreasing funds above	the amount previously ap	proved by NIFA
Contract Term: 18 more months Has work or services on this contract commence	ced? Y		
If yes, please explain: This is an amendment to	existing contract		
1. Funding Source:			
General Fund (GEN) X Capital Improvement Fund (CAP) Other	Grant Fund (GRT)	Federal % 0 State % 0 County % 0	
s the cash available for the full amount of the cont If not, will it require a future borrowing?	tract?	Y Y	
Has the County Legislature approved the borrowin	ng?	N/A	
Has NIFA approved the borrowing for this contract	ť?	N/A	
5. Provide a brief description (4 to 5 sentences	s) of the item for whic	ch this approval is reque	ested:
The original contract was to provide On Call construction Mar This amendment is to extend the expiration date for 18 more the firm as full consideration for services not to exceed two m	nagement and Inspection se months and adding \$500,00 million one hundred fifty thous	rvices for all construction activitie 10.00 to the cap. The new total at sand (\$2,150,000.00) dollars.	es in the Highway/Bridge uni mount that the County shall pay to
6. Has the item requested herein followed all μ	proper procedures ar	nd thereby approved by	the:
Nassau County Attorney as to form	Υ		
Nassau County Committee and/or Legislature			
Date of approval(s) and citation to the resol	lution where approva	al for this item was prov	ided:

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 Approv al 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 deliberation s.

RDALLEVA 14-SEP-17

Authenticated User Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User Date

NIFA

Amount being approved by NIFA: _

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

Authenticated User Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts 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.

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lockwood, Kessler & Bartlett, Inc. in connection with Construction Management/Inspection services for all construction activities in the Highway/Bridge Unit, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

George Maragos Comptroller



OFFICE OF THE COMPTROLLER 240 Old Country Road

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Lockwood, Kessler & Bartlett, Inc,

CONTRACTOR ADDRESS: One Aerial Way, Syosset, N Y 11791

FEDERAL TAX ID #: 11-1015370

<u>Instructions:</u> Please check the appropriate box ("\sum") after one of the following roman numerals, and provide all the requested information.

in				paper]		F 4 . 3		
[date]. The sealed b			on			[date].		[#] of
sealed bids were rece	ived and opened.							
II. □ The contract	tor was select	ed pursu	ant to a	Reques	t for l	Proposals	S.	
The Contract was								ssued on
	[date]. Pote							
advertisement in	L],	F	[1	newspape	rl, pos	ting on ind	lustry we	bsites, via
email to interested p	arties and by nub	lication or	the Cour	ity procu	rement	website. F	roposals	were due
on evaluation committee	[date].		state #] proposa	ls wer	e received	and evalu	uated. The
1	e consisted of:		Pr					
evaluation committe								
evaluation committe								
evaluation committe								

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

The contract was originally executed by Nassau County on 5/5/2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were 1 made aware of the availability of the RFP by public

notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected. [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.

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prop	Pursuant to Executive Order No. 1 of 1993, as amended, at least three osals were solicited and received. The attached memorandum from the rtment head describes the proposals received, along with the cost of each osal.
	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.
mem	Pursuant to Executive Order No. 1 of 1993 as amended, the attached orandum from the department head explains why the department did not not 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 119-0, 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.

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

VIII. A 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 youchers.

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.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees: \square 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

Dafe

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

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election I ending on the date of this disclosure, or (by years prior to the date of this disclosure as campaign committees of any of the follow committees of any candidates for any of the	rs of the vendor provided campaign contributions Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the ving Nassau County elected officials or to the campaign the following Nassau County elected offices: the County coller, the District Attorney, or any County Legislator?
No	
alignetia in more il conservizio del Collin	
and the second s	
Vendor authorized as a signatory of the fi The undersigned affirms and so swears th statements and they are, to his/her knowle The undersigned further certifies and affin	rms that the contribution(s) to the campaign committees thout duress, threat or any promise of a governmental remuneration.
Dated: June 22, 2017	Vendor: Lockwood, Kessler & Bartlett, Inc. Signed: Andre Haddad, PE Title: President/CEO
	· · · · · · · · · · · · · · · · · · ·



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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 lobbylst (e.g., Nassau County, New York State):
None
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None

Page 2 of 4
·
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities. None
4.1 VAAV
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
None

Dated: 6/22/2017

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?
None
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.
VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.
Signed: Offaddes

Print Name:

Title:

Andre Haddad, PE

President/CEO

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

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

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

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

1.	Principal Name Andre Haddad, PE
	Date of birth 6 / 3 / 1950
	Home address
	City/state/zip
	Business address One Aerial Way
	City/state/zip Syosset, NY 11791
	Telephone 516-938-0600
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President 10 / 1 / 1997 Treasurer / / Chairman of Board 1 / 17 / 1999 Shareholder / / Chief Exec. Officer 1 / 17 / 1999 Secretary / / Chief Financial Officer / Partner / / Vice President 10 / 1 / 1994 / / (Other)
3,	Do you have an equity interest in the business submitting the questionnaire? YES X NO if Yes, provide details. 31% ownership of LKB Group, LLC, the parent holding company.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X If Yes, provide details.
5,	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X_ NO If Yes, provide details. (See attached chart.)

6.	Section	y governmental entity awarded any contracts to a business or organization listed in 15 in the past 3 years while you were a principal owner or officer? YES NO X provide details.
ope Pro	eration o ovide a c	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. Setalled response to all questions checked "YES". If you need more space, photocopy riate page and attach it to the questionnaire.
7.	In the porganization	past (5) years, have you and/or any affiliated businesses or not-for-profit cations listed in Section 5 in which you have been a principal owner or officer:
	ā.	Been debarred by any government agency from entering into contracts with that agency? YES NO _X
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO $\stackrel{X}{X}$ if Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO _X If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO _X If Yes, provide details for each such instance.
8,	bankru the pa bankru any su initlate questi	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during at 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is the choice of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	ā)	is there any felony charge pending against you? YES NO $\frac{X}{X}$ If Yes, provide details for each such charge.
	b)	is there any misdemeanor charge pending against you? YES NO \underline{X} if Yes, provide details for each such charge.
	c)	is there any administrative charge pending against you? YES NO \underline{X} if Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO _X If Yes, provide details for each such conviction.

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

APPENDIX J

CE	27	"[#]	CA	T	O	N
The last		14 1			•	

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.

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

20/7

Sworn to before me this Adday of Junc

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

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Andre Hadded, PE

Print name

Signature

President/CEO

Title

Date

6/22/2017

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

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

1.	Principal Name Steven Hanuszek
	Date of birth 11 / 24 / 1951
	Home address
	City/state/zip
	Business address One Aerial Way
	City/cteto/zin Syosset, NY 11791
	Telephone 516-938-0600
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President/
3.	Do you have an equity interest in the business submitting the questionnaire? YES X NO If Yes, provide details, 33% ownership of LKB Group, LLC, the parent holding company.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES _X NO; If Yes, provide details. (See attached chart.)

6.	Section	ny governmental entity awarded any contracts to a business or organization listed in $\frac{1}{2}$ in the past 3 years while you were a principal owner or officer? YES NO $\frac{X}{2}$, provide details.
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	ä.	Been debarred by any government agency from entering into contracts with that agency? YES NO _X
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO $\overset{\times}{X}$ If Yes, provide details for each such instance.
	G.	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? YESNO_X If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO \underline{X} If Yes, provide details for each such instance.
8.	bankri the pe bankri any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptoy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptoy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever sd? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	is there any felony charge pending against you? YES NO $\stackrel{X}{\longrightarrow}$ if Yes, provide details for each such charge.
	b)	is there any misdemeanor charge pending against you? YES NO $\stackrel{X}{\longrightarrow}$ if Yes, provide details for each such charge.
	c)	is there any administrative charge pending against you? YES NO $\stackrel{\times}{}$ If Yes, provide details for each such charge.
- -	d) 	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO X If Yes, provide details for each such conviction.

	Θ)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
		YES NO X If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 57 YES NO If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pail owner or officer? YES NO If Yes; provide details for each such gation.
11.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative adings with respect to any professional license held? YES NO _X If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO X If Yes, provide details for each such

CERTIFICATION

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

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

Sworn to before me this 22 glay of June 20/17

Allun Marma

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

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Steven Hanuszek, PE

Print name

Signature

Executive Vice President

Title

Date 6/22/2017

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

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

1.	Principal Name Marian wypyski,
	Date of birth 8 / 6 / 1961
	Home address
	City/state/zip
	Business address One Aerial Way
	City/state/zip Syosset, NY 11791
	Telephone 516-938-0600
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President/
3.	Do you have an equity interest in the business submitting the questionnaire? YES _X NO If Yes, provide details. 24% ownership of LKB Group, LLC, the parent holding company.
4,	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO if Yes, provide details. (See attached chart.)

Ø,	Section 5 in the past 3 years while you were a principal owner or officer? YES NO _X If Yes, provide details.							
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.						
7.	in the organi	past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:						
	a ,	Been debarred by any government agency from entering into contracts with that agency? YES NO _X If Yes, provide details for each such instance.						
	þ,	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO X If Yes, provide details for each such instance.						
	G.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO _X						
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO _X If Yes, provide details for each such instance.						
	8. Have any of the businesses or organizations listed in response to Question 5 flied a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)							
	a)	is there any felony charge pending against you? YES NO $\frac{X}{X}$ If Yes, provide details for each such charge.						
	b)	is there any misdemeanor charge pending against you? YES NO X if Yes, provide details for each such charge.						
	c)	is there any administrative charge pending against you? YES NO $\frac{X}{X}$ if Yes, provide details for each such charge.						
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO X If Yes, provide details for each such conviction.						

	e)	In the past 5 years, h misdemeanor? YES NO X I	•		•	
	f)	In the past 5 years, h statutory charges? Y occurrence.	ave you been foun	d in violation of any	administrative or	h
9.	years, investi subject for, or respon	ition to the information have you been the su gation by any federal, at of an investigation who behalf of the subminse to Question 5? YE gation.	bject of a criminal li state or local prose here such investiga litting business entit	nvestigation and/or a louting or investigation lition was related to a y and/or an affiliated	a civil anti-trust ve agency and/o activities perform I business listed	or the red at, in
10	listed (anti-tru includi princip	ition to the information n response to Questlo let investigation and/or ng but not limited to fe al owner or officer? Y gation.	n 5, been the subje r anv other type of i	ct of a criminal investigation by any	stigation and/or a government age	a civil ency,
11.	respon	past 5 years, have you use to Question 5 had a edings with respect to a e details for each such	any sanction impos any professional ilo	ed as a result of jud	icial or administr	ative
12.	applica	e past 5 tax years, have able federal, state or lo er and sewer charges?	ocal taxes or other a	essessed charges, ir	reluding but not I	limited

CERTIFICATION

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

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

Sworm to before me this 200 day of J	unc 20 <u>17</u>
Notary Public /	DEBRA MARINA
Lockwood, Kessler & Bartlett, Inc.	DEBRA MARINO NOTARY PUBLIC-STATE OF NEW YORK No. 01 MA6323867 Qualified in Nassau County My Commission Expirés April 27, 2019
Name of submitting business	hidosaltra co-
Marian Wypyski, PE	
Print name Manu Wysysle Signature	AND THE RESIDENCE OF THE SECOND OF THE SECON
Director of Civil Engineering	
Title	artification and the second se
Date 6/22/2017	

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

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

1.	Principal Name Raymond Wegener
	Date of birth 9 / 19 / 1950
	Home address
	City/state/zip
	Business address One Aerial Way
	City/state/zip Sycsset, NY 11791
	Telephone 516-938-0600
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President/_ / Treasurer/_ Chairman of Board/_ / Shareholder/_ Chief Exec. Officer/_ / Secretary/_ Chief Financial Officer/_ / Partner/_ Vice President/_ / (Other) Project Engineer - 1980
₿.	Do you have an equity interest in the business submitting the questionnaire? YES X NO if Yes, provide details. 12% ownership of LKB Group, LLC, the parent holding company.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X if Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES _X NO; If Yes, provide details. (See attached chart.)

б.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO X _ , provide details.
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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 NOX If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO \underline{X} If Yes, provide details for each such instance.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YESNO _X if Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO _X If Yes, provide details for each such instance.
8,	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptrophysical properties and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrophysical proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yea', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\frac{X}{}$ if Yes, provide details for each such charge.
	b)	is there any misdemeanor charge pending against you? YES NO $\frac{X}{X}$ if Yes, provide details for each such charge.
	C)	Is there any administrative charge pending against you? YES NO $\frac{X}{X}$ If Yes, provide details for each such charge.
	r	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO X If Yes, provide details for each such conviction.

	e)	misdemeanor?	ou been convicted, after trial or by plea, of a provide details for each such conviction.
	f)	In the past 5 years, have you statutory charges? YES occurrence.	ou been found in violation of any administrative or NO X If Yes, provide details for each such
9,	years, investi subject for, or respon	, have you been the subject or digation by any federal, state of it of an investigation where su on behalf of the submitting b	ded in response to the previous questions, in the past 5 of a criminal investigation and/or a civil anti-trust or local prosecuting or investigative agency and/or the such investigation was related to activities performed at, pusiness entity and/or an affiliated business listed in NO X if Yes, provide details for each such
10.	listed in anti-tru includir princip	in response to Question 5, be ust investigation and/or any o ing but not limited to federal,	ded, in the past 5 years has any business or organization een the subject of a criminal investigation and/or a civil other type of investigation by any government agency, state, and local regulatory agencies while you were a NO If Yes; provide details for each such
11.	respon procea	nse to Question 5 had any sa	is business, or any other affiliated business listed in anction imposed as a result of judicial or administrative ofessional license held? YESNOX if Yes; nce.
12.	For the applica to water year.	e past 5 tax years, have you t able federal, state or local tax er and sewer charges? YES	failed to file any required tax returns or failed to pay any xes or other assessed charges, including but not limited NO X If Yes, provide details for each such

CERTIFICATION

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

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

Sworn to before me this 22nd day of June 2017

Notary Public

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

Lockwood, Kessler & Bartlett, Inc.

Name of submitting business

Raymond Wegener

Print name

Sidnature (

Project Engineer

Title

Date 6/22/2017

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 link, if you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1.	Principal Name Brian Ednie
	Date of birth 11 / 5 / 1962
	Home address
	City/state/zip
	Business address One Aerial Way
	City/state/zip Syosset, NY 11791
	Telephone 516-938-0600
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President/ Treasurer/ Chairman of Board/ Shareholder/ Chief Exec, Officer/ Secretary/ Chief Financial Officer/ Partner/ Vice President 7 2 2007 (Other)
3,	Do you have an equity interest in the business submitting the questionnaire? YES NO _X if Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO $\frac{X}{X}$ If Yes, provide details.

Ο,	Section	on 5 in the past 3 years while you were a principal owner or officer? YES NO _X, provide details.						
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate 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 NOX						
	b,	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO \underline{X} If Yes, provide details for each such instance.						
	C,	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO _X If Yes, provide details for each such instance.						
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YESNO X If Yes, provide details for each such instance.						
8.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uptcy as a result of bankruptcy proceedings, whenever or if (Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)						
	a)	Is there any felony charge pending against you? YES NO _X If Yes, provide details for each such charge.						
	b)	is there any misdemeanor charge pending against you? YES NO $\stackrel{\times}{\times}$ If Yes, provide details for each such charge.						
	c)	Is there any administrative charge pending against you? YES NO \times If Yes, provide details for each such charge.						
	d)	in the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO X If Yes, provide details for each such conviction.						

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO _X If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such igation.
10.	listed in anti-tru includir	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civilust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a sall owner or officer? YES NO If Yes; provide details for each such gation.
1 1.	respon procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X If Yes; a details for each such instance.
12.	applica	e past 5 tax years, have you falled to file any required tax returns or falled to pay any able federal, state or local taxes or other assessed charges, including but not limited ar and sewer charges? YES NO X If Yes, provide details for each such

C	F	Ď,	T	F	C	Δ	TI	ű	h	į

Date

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

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

Sworn to before me this Modey of June 20/7

Notary Public

Debra Marino
Notary Public-State of New York
No. 01 Ma6323867
Qualified in Nossau County
My Commission Expires April 27, 2019

Name of submitting business
Brian Ednie, PE

Print name

Vice President - Civil Engineering

Title

6 / 22 / 2017

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 lnk. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1.	Principal Name Paul Lappano
	Date of birth 12 / 01 / 1953
	Home address
	City/state/zip
	Business address One Aeriai Way
	City/state/zip Syosset, NY 11791
	Telephone 516-938-0600
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2,	Positions held in submitting business and starting date of each (check all applicable) President/
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 $\underline{\hspace{1cm}}$ NO $\underline{\hspace{1cm}}$ If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X_ NO; If Yes, provide details. See attached chart.

ο.	Section	ny governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO X, provide details.
op Pro	eration ovide a	n affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit izations 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 _X If Yes, provide details for each such instance.
	b,	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO $\stackrel{\times}{\underline{\times}}$ If Yes, provide details for each such instance.
	Ç,	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, fallure to meet pre-qualification standards? YESNO _X If Yes, provide details for each such instance.
	d,	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO _X If Yes, provide details for each such instance.
	bankru the pa bankru any su initiate questio	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\frac{X}{X}$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO $\frac{X}{X}$ If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.
	,	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO _X If Yes, provide details for each such conviction.

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

CERTIFICATION

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

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

Sworn to before me this Anday of Julius Manuso	ne 2017
Notary Public ' Lockwood, Kessier & Bartlett, Inc.	DEBRA MARINO NOTARY PUBLIC-STATE OF NEW YORK No. 01MA6323867 Qualified in Nassau County My Commission Expires April 27, 2019
Name of submitting business	MANORAL
Paul Lappano, PE, BCEE, LEED AP	
Print name Pal Japan Signature	

/lce President - Environmental Services

Date 6/22/2017

Rev. 3-2016

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

One Aerial Way Realty, LLC 11-3467829

Principal Owner Share LKB Group, LLC 100%

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

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Lockwood, Kessler & Bartlett, Inc.

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Business History Form

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

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

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

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

Da	te: June 22, 2017
41	Lockwood, Kessler & Bartlett, Inc.
2)	Proposer's Legal Name: Address of Place of Business: One Aerial Way, Syosset, NY 11791
	t all other business addresses used within last five years: Manville Road, Pleasantville, NY 10570 and One Exchange Place, 21 West Main Stret, Waterbury, CT 06702
3)	Mailing Address (if different): Same as above
Pho	one : 516-938-0600
Do	es the business own or rent its facilities?
4)	Dun and Bradstreet number: 006994487
5)	Federal I.D. Number: 11-1015370
6)	The proposer is a (check one): Soie Proprietorship Partnership X Corporation Other (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business? Yes No _X
8)	Does this business control one or more other businesses? Yes X No If Yes, please provide details: See attached

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

	If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No _X
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No _X If Yes, provide details for each such occurrence.
business h respect to	(5) years, has this business or any of its owners or officers, or any other affiliated ad any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No X; If Yes, provide details for instance.
pay any ap limited to v such year.	st (5) tax years, has this business failed to file any required tax returns or failed to oplicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No X If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more stocopy the appropriate page and attach it to the questionnaire.
	illed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
	Interest: Piease disclose any conflicts of interest as cutlined below. NOTE: If no licts 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
MARKAGAM	(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
рамоски	(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) Cour	Please describe any procedures your firm has, or would adopt, to assure the lity that a conflict of interest would not exist for your firm in the future. Executive management reviews all contracts for conflicts of interest. In the event of a potential conflict, or the appearance of a conflict of interest is perceived, the County will be notified and the issue resolved to the satisfaction of the County.

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

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

- i) Date of formation; Date of Incorporation: August 4, 1934
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Please refer to the attached
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 100
- vi) Annual revenue of firm; \$12-15M
- vii) Summary of relevant accomplishments Please refer to Section C of the Proposal
- viii) Copies of all state and local licenses and permits. Please refer to the attached
- B. Indicate number of years in business. 128 years
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	estchester County Department of Public Works	
Contact Perso	n Scott Donnelly	
Address	148 Martine Avenue, Room 512	
City/State	White Plains, NY 10601	
Telephone	914-995-8110	
Fax #		
E-Mail Addres	rsd1@westchestergov.com	

Company _	Suffolk County Department of Public Works
Contact Pe	rson_ Gilbert Anderson, PE
Address	335 Yaphank Avenue
	Yaphank, NY 11980
Telephone	631-852-4010
Fax#	631-962-4150
E-Mail Add	ress_gilbert.anderson@suffolkcountyny.gov
	Town of Oyster Bay, Department of Public Works
Company_	Town of Oyster Bay, Department of Public Works
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Company _ Contact Pe Address City/State _ Telephone	Town of Oyster Bay, Department of Public Works rson_Matt Russo, PE 150 Miller Place

CERTIFICATION

Date 6/22/2017

A MATERIALLY FALSE STATEMENT WILLFULLY OR CONNECTION WITH THIS QUESTIONNAIRE MAY RE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBTALSE STATEMENT TO CRIMINAL CHARGES.	SULT IN RENDERING THE WITH RESPECT TO THE PRESENT
the items contained in the foregoing pages of this questic attachments; that I supplied full and complete answers to knowledge, information and belief; that I will notify the Concumstances occurring after the submission of this questience contract; and that all information supplied by me is to information and belief. I understand that the County will requestionnaire as additional inducement to enter into a coentity.	o each item therein to the best of my bunty in writing of any change in stionnaire and before the execution of ue to the best of my knowledge, rely on the information supplied in this
Sworn to before me this 22 ndday of June	20 <u>/</u> 7
Notary Public Manno	DEBRA MARINO NOTARY PUBLIC-STATE OF NEW YORK NO. 01 MA6323867 Qualified in Nassau County My Commission Expires April 27, 2019
Name of submitting business: Lockwood, Kessler & Ba	artiett, Inc.
By: Andre Haddad, PE	•
Print name	
Signature	
President/CEO	
Title	·

Share 100% LKB Mapping, Inc. 54-0841793 Officers Title Andre Haddad President Steyen Hanuszek Executive Vice President Principal Owner Lockwood, Kessler & Bartlett, Inc. Lockwood Enterprises of New York, Inc. Lockwood, Kessler & Bartlett, Inc. Principal Owner Lockwood Enterprises of New York, Inc. 100% Ditle President, CEO & Director EVP, Secretary & Director Executive Vice President 11-1015370 11-3467879 President & CEO Director Vice President Vice President Director Share 100% Trile Share Chairman of the Board of Managers 31% Manager 33% Manager 24% Member 12% Steven Hanuszek LKB Environmental Services, Inc. Steven Hanuszek Marian Wypyski Brian Ednie Paul Lappano Principal Owner Marian Wypyski LKB Group, LLC Andre Haddad Andre Haddad Pare 100% Officers Officers President Executive Vice President 16-0847122 LKB Group, LLC 11-3467828 Lockwood, Kessler & Bartlett, Inc. Steven Hanuszek Manager Marian Wypyski Manager Ray Wegener Member 븰 Principal Owner Title Andre Haddad Chair Officers Andre Haddad Steven Hanuszek Principal Owner One Aerial Way Realty, LLC 11-3467829 Principal Owner Share LKB Group, LLC 100% Alemco Development Corporation Share 100% Executive Vice President Principal Owner Lockwood, Kessler & Bartlett, Inc. President 里 Officers Andre Haddad Steven Hanuszek

Attachment to Business History

including shareholders, members, general or limited partner:
Andre Haddad, PE, President/Director,
Steven Hanuszek, PE, Executive V.P./Director,
Marian Wypyski, PE, Director,
Raymond Wegener, Member,
iii) Name, address and position of all officers and directors of the company:
Andre Haddad, PE, President/Director,
Steven Hanuszek, PE, Executive V.P./Director,
Marian Wypyski, PE, Director,
Brian Ednie, PE, Vice President,
Paul Lappano, PE, Vice President,

ii) Name, addresses, and position of all persons having a financial interest in the company,

viii) Copies of all state and local licenses and permits – see attached

THE UNIVERSITY OF THE STATE OF NEW YORK EDUCATION DEPARTMENT

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

LOCKWOOD KESSIER & BARTLETT INC ONE AEBIAL WAY SYGSSET, NY 11791-0000 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.

Dec e lea-

DOUGLAS E. LENTIVECH DEPUTY COMMISSIONER FOR THE PROFESSIONS CERTIFICATE NUMBER

0011849



PACTOR REPORTS

PROTEST OF THE INVESTOR

WE COMMISSIONE OF EDUCATION

COUNTY OF NASSAU

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

1. Name of the Entity: Lockwood, Kessler & Bartlett, Inc.
Address; One Aerial Way
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 11-1015370
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability Co X Closely Held Corp Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Principals/Officers:
Andre Haddad, PE, President/Director,
Steven Hanuszek, PE, Executive Vice President/Director,
Marian Wypyski, PE, Director,
Brian Ednie, PE, Vice President,
Paul Lappano, PE, 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.
Principal Owner: Lockwood Enterprises of New York, Inc., One Aerial Way, Syosset, NY 11791
Lockwood Enterprises of N.Y. is 100% owned by LKB Group, LLC, whose members are:
-Andre-Haddad, PE, President/Director,
Steven Hanuszek, PE, Executive V.P./Director,

Page 2 of 4
Marian Wypyski, PE, Director,
Raymond Wegener, Member,
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
Subsidiaries: Alemco Development Corp.
LKB Environmental Services, Inc.
LKB Mapping, Inc.
Affiliate: One Aerial Way Realty, LLC
NONE of the subsidiaries/affiliates will be performing under this agreement.
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
(a) Name, title, business address and telephone number of lobbyist(s):
None
,

Page 3 of 4

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	signed affirms and so s and they are, to his/h		has read and understood the foregoing and accurate.
Dated:	6/22/2017	Signed:	G/Jaddad
	2500	Print Name;	Andre Haddad, PE
		Title:	President/CEO

Page 4 of 4

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

AMENDMENT NO. 3

This AMENDMENT Number 3, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., having its principal office at One Aerial Way, Syosset, NY 11791, (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term") and then extended one more year up to May 4, 2017.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment 1 and 2, as full compensation for the Services, was One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00) (the "Maximum Amount")

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and extend the contract for 18 more months,

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

Term. Section 1 Term of this agreement in consideration shall be revised to add 18 more months to this agreement from the date of expiration of the original agreement. The new termination date for this agreement shall be November 4, 2018 (the new amended date).

Payment. Section 3(a) Amount of Consideration shall be revised to increase it by Five Hundred Thousand Dollars (\$500,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed Two Million One Hundred and Fifty Thousand Dollars (\$2,150,000.00) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

Full Fore	e ar	nd E	ffect.	All o	other	co	nditions	of	the	Origin	al A	greeme	nt no	ot expre	ssly
amended	bу	this	Amer	ıdme	nt sha	all	remain	in	full	force	and	effect	and	govern	the
relationsl	iip o	f the	partie	s for	the te	rm	of the ar	ner	nded	Agree	ment.	•		_	

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

Lockwood, Kessler and Bartlett, Inc.
By: - Harrissek
Name: STEWEN HANUSZEK
Title: EXEC. V.P.
Date: 6/22/17
/ / ·
NASSAU COUNTY
·
By:
Name:
Title: County Executive
□ Deputy County Executive
- ~ opacy county invocative

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the And day of June in the year 2017 before me personally came Sleven HANUSzek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffork; that he or she is the Exer. V. P. of Lackwood, Kessler BAPHettle, 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 DEBRA MARINO NOTARY PUBLIC-STATE OF NEW YORK No. 01 MA6323867 Qualified in Nassau County. My Commission Expires April 27, 2019
STATE OF NEW YORK))ss.:
COUNTY OF NASSAU)
On the day of in the year 2017 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and
which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

FROM:

Rakhal Maitra, Deputy Commissioner

DATE:

July 12, 2017

SUBJECT:

On-Call CM Services - Highway/Bridge

Agreement No. H670008DK Extension of "On Call" Agreement

"On Call" Construction Management/Inspection Services for Civil/Site

The Department of Public Works procured Lockwood, Kessler and Bartlett, Inc., to provide "On Call" Construction Management and Inspection services through RFP and this agreement was signed on May 5, 2014, for two (2) years with a one (1) year extension at the Commissioner's discretion. On March 18, 2016, the Commissioner extended this agreement for one (1) more year up to May 4, 2017.

The Department of Public Works is requesting this agreement to be extended eighteen (18) more months from the date of expiration and also increase the cap by five hundred thousand dollars (\$500,000.00). The total maximum amount that the County shall pay to the Firm as full consideration for Services shall not exceed two million one hundred and fifty thousand dollars (\$2,150,000.00) (the "Amended Maximum Amount").

All the terms and conditions of the original agreement shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

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

Rakhal Maitra

Deputy Commissioner

RM:WSN:KGA:ac

c: Shila Shah-Gavnoudias, Commissioner
William S. Nimmo, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction

Loretta Dionisio, Hydrogeologist II Saji Varughese, Construction Inspector II

APPROVED:

DISAPPROVED:

Richard R. Walker

Chief Deputy County Executive

Richard R. Walker

Date

Chief Deputy County Executive





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/3/2017

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

PRODL	JCER			CONTA NAME:	CT Alvson I.	avertv			
G G	enatt Group LLC NEW HYDE PARK RD			PHONE (AIC, No. Ext):516-869-8788 FAX. No.:1-516-706-2973 E-Mail. Applicase:mbuonomo@genattgrp.com					
SUITE 409				E-MAIL ADDRESS:mbuonomo@genattgrp.com					
	HYDE PARK NY 11042				INS	URER(S) AFFOR	RDING COVERAGE	NAIC #	
				INSUR	RA:The Trav	velers inden	nnity Compan	25658	
(SUR		OCKWC	OOD	INSUR	RB:Treveler	s Indemnity	Co of Amer	25666	
ock	vood, Kessler & Bartlett, Inc.			INSUR	R c :Atlantic	Specialty In	surance Compan	27154	
	Aerlal Way set NY 11791-NY			INSUR	RD:		· · · · · · · · · · · · · · · · · · ·		
,				INSURI		-	A NAME OF THE OWNER OWNER OF THE OWNER OWNE	 	
-01/	www.kapa		**************************************	INSURI	RF:		CENTERON AUTRADED	<u> </u>	
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IND CER EXC	ICATED. NOTWITHSTANDING ANY RI RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	QUIREME PERTAIN, POLICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE: REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THE	
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×	CLAIMS-MADE X OCCUR						MED EXP (Any one person) \$5,00		
f ²	EBL CLAIMS MADE							0,000	
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!	DÉSCRIPTION OF OPERATIONS below	<u> </u>					T	00,000	
F	PROFESSIONAL LIABILITY		DPL650217		3/21/2017	3/21/2018	\$5MILL PER CLAIM \$5MIL	L PER AGG	
RE: REL	RIPTION OF OPERATIONS / LOCATIONS / VEHIC """"ON-CALL"""" HIGHWAY, BRI "ATED PROFESSIONAL SERVIC SSAU COUNTY IS INCLUDED AS	DGE ANI	O ROADWAY CONSTRU	UCTIC	N MANAGE	MENT/CO		N AND	
CER	TIFICATE HOLDER			CAN	CELLATION	30 DAY			
	COUNTY OF NASSAU DEPARTMENT OF PUBL 1194 PROSPECT AVENU		KS .	TH	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE CANCE IEREOF, NOTICE WILL BE I ICY PROVISIONS.	ELLED BEFO DELIVERED	
•	WESTBURY NY 11501	/ L		AUTHO	RIZED REPRESE	ENTATIVE			

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

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

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

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

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

Name and Title of Authorized Representative Andre Haddad, PE, President/CEO	mldlyy 6/22/17
Signature Baldes	Date
Name of Grgenization	<u> Tanana pipunan kanan mengunus</u>
Lockwood, Kessier & Bartlett, Inc.	
Address of Organization	AND AS COLUMN TO BE AS AS ASSESSMENT OF THE STATE OF THE
One Aertal Way, Syosset, NY 11791	

OJP FORM 4061/1 (REV. 2/89) Previous Editions are obsolete Contract ID#:H670008DK



2) Comptroller Approval Form Attached:

CLPW 15000050 Department: Public Works

Yes 🗌

Yes X

No X

No [

CF (Capital)

⋈ #2

Contract Details

New Renewal

Amendment

SERVICE Construction Management/ Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date: 12/2 15Term: from 5/5/14 to 5/4/2016

1) Mandated Program:

Time E	Extension	3) CSEA Agmit. § 32			ached:	Yes X	No 🗌	
Addl. I	dl. Funds 🔲 4) Vendor Ownership			Mgmt. Discl	osure Attached:	Yes X	No.□	
Blanke RES#	t Resolution 5) Insurance Required				<u> </u>	Yes X	No	
Ā	gency Inform:	ation			Former , was recited energy			
		/endor	ingrij Letat	A service and the service and	County	Depar	tment	
Name Lockwood,	, Kessler and Burtlett, Inc.	Vendor ID# 11-1015370			Department Contact Richard Indevato, Ir, S Drainage Construction	uperintendent o	of highway &	
Address	AND THE PROPERTY OF THE PROPER	Contact Person			Address			
One Aerial	i Way	Steven Hanuszek			1194 prospect Ave, We	stbury, NY 11;	590	
Syosset, N	IY, 11 7 91	Phone			Phone			
		516 938 0600 ext. 205	516 938 0600 ext. 205			516 571 6824		
DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd& Fw'd.	SIGNATURE	The second of th	eg. Approva Required	
	Department	NIFS Entry (Dept) NIFS Appvl (Dept, Head)		11/6/15	Int lle		e de la producción de la companya de	
	DPW (Capital Only)	CF Capital Fund Approval		11/4/15 /	hat dell		e on e	
	OMB	NIFS Approval		12/14/15 /	Mam (i	An No	or required if anker Res	
भीभीड	County Attorney	CA RE & Insurance Verification	☐ '	12/14/15	I whater	3		
4/11/15	County Attorney	CA Approval as to form		12/14/5	W. P. L.		esK No 🗆	
	Legislative Affairs	Fw'd Original Contract to GA			SALVA LOS CONTRACTOR SALVA	Control of the contro		
	Rules []/Leg. []					i juga	podence in Populación	
	County Attorney	NIFS Approval		Nor pole	De 5- Le			
	Comptroller	NIFS Approval	V	125/6	Swes A. /)	aur	e de la companya de Source de la companya	
	County Expositive	Notarization		1/1.1. 1	MA 1			



Department: Public Works,

E#:

Contract Sumn		OF NEW	<u> </u>		
	nal Construction Management Se	•			
Purpose: The original contract Highway/Bridge unit, This and	was to provide "on Call" Profess endment is to increase the Maxim	donal Construction Name amount by \$500,	Tainagement/Insp 000.00.	ection Services for all construction activi	ties in the
Method of Procurement: The contractor was previously	selected through an open compet	itive RFP process.	***************************************		
Procurement History: The con	tractor was selected through an i	pen competitive RFF	process. This is	the second amendment.	
Description of General Provisi This amendment is to increase	ons: the Maximum Amount proposed	in the first unend m	eni by \$500,000.0	0.	
Impact on Funding / Price An The Maximum Amount in the	dysis: first amendment shall be increas	ed by \$500,000.00. TI	ne maximum amo	unt payable to the contractor is \$1,650,0	00.00.
Change in Contract from Prio the Amendment Agreement by Recommendation; (approve as	\$500,000.00.	endment #2 will ame	nd the scope of se	ervices to include and increase the Maxin	num Amount of
Advisement In				A CONTRACTOR OF THE CONTRACTOR	
BUDGET CODES	FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund: CAP	Revenue Contract	XXXXXX		PWCAPCAP-61587-00003	\$0.01
Control: 61	County	\$	2	CAN TO MAYOR & METERS AND COMPANY AND COMP	
Resp: 587	Federal	\$	3	7/7	\$.
Object: 00003	State	\$	P3941975Th	111-62-11-	\$
Transaction; CF	Capital	\$	5	y. ymer 13/14/13	
	Other	\$	6.	** ** ** ** ** ** ** ** ** ** ** ** **	\$
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SANIFS Certif	leation = 3	Comptroller Ce	rtification	County Executive App	ienial managements.
I certify that this document w	/ Landis	that ari unencumbered balance present in the appropriati	sufficient to cover this cont	Name 1	11.914
Name	Name	Jones H	Jan	Dite ////////////////////////////////////	The state of the s
Date	Date	/ \		(For Office Use Onl	b).

RULES RESOLUTION NO. 312-201

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

Passed by the Rules Committee
Nassau County Legislature
By Voice Voice on 12/2/US
VOTING:
ayes asyes of abstained 3 recessed of Legislators present:

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

RESOLVED, that the Rules Committee of the Nassau County

Legislature authorize the County Executive to execute the said amendment
to an agreement with Lockwood, Kessler & Bartlett, Inc.

RULES RESOLUTION NO. -201

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

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

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

AMENDMENT NO. 2

This AMENDMENT Number 2, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., having its principal office at One Aerial Way, Syosset, NY 11791, (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment 1, as full compensation for the Services, was One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00) (the "Maximum Amount")

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

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

Payment. Section 3(a) Amount of Consideration shall be revised to increase it by Five Hundred Thousand Dollars (\$500,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed One Million Six Hundred and Fifty Thousand Dollars (\$1,650,000.00) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

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

Lockwood,	Kessler and Bartle	ett, Inge
By:	- Jesuse-	Hanna zak
Name:	STEVEN	HANUSZEK
Title:	EXEL. V. J.	
Date:	11/18/15	

NASSAU COUNTY

By:____

Name:

County Executive

Title: C

Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU)	
On the 18 day of November in the Control of the Executive Manual of the Executive Manual of the Executive Manual of the Executive Manual of the board of the manual thereto by authority of the board of the second of the second of the second of the board of the second o	that he or she is that he or she is restricted in the corporation e instrument; and that he or she signed his or directors of said corporation.
	RON FRISINA c, State of New York DIFF3000961 in Suffelk County opires Dec. 29, 2017
STATE OF NEW YORK)	
)ss.: COUNTY OF NASSAU)	
On the Sday of APRIL in CHARLES RIBANDO to me personally depose and say that he or she resides in the Co County Executive of the County of Nassau, the which executed the above instrument; and the pursuant to Section 205 of the County Govern	e municipal corporation described herein and the or she signed his or her name thereto
NOTARY PUBLIC	ASHLAMIN.
'amarika J	PUBLIC EXP. February 04, 2017 ASSAU COUNTY PIGOS2158 OF NEW

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Lockwood, Kessler & Bartlett, Inc. CONTRACTOR ADDRESS: One Aerial Way, Syosset, N Y 11791 FEDERAL TAX ID #: 11-1015370 Instructions: Please check the appropriate box ("\subseteq") 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 [newspaper] [date]. The sealed bids were publicly opened on _____[date]. 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 [newspaper advertisement, posting on website, mailing, etc.]. [#] of potential proposers requested copies of the RFP. Proposals were due on ______[date]. ____[#] proposals were The received and evaluated. evaluation committee consisted [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on 5/5/2014. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schnelder, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected. [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

[descri recent contrac	of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected, be procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most evaluation of the contractor's performance for any contract to be renewed or extended. If the ctor has not received a satisfactory evaluation, the department must explain why the contractor nevertheless be permitted to continue to contract with the county.
propo	Pursuant to Executive Order No. 1 of 1993, as amended, at least three sals were solicited and received. The attached memorandum from the tment head describes the proposals received, along with the cost of each sal.
	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.
mem	Pursuant to Executive Order No. 1 of 1993 as amended, the attached brandum from the department head explains why the department did not 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 2 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.
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 the 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
11/9/15 Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

COUNTY OF NASSAU

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

1.	Name of the Er	ntity: Lockwood, Kessler &	Bartlett, Inc.		
	Address: 0	ne Aerial Way			
	City, State and	Zip Code: Syosset, NY 11	791	,	
2.	Entity's Vendor Identification Number: 11-1015370				
3.	Type of Busine	ess:Public Corp	Partnership	Joint Venture	
	Ltd. Liabi	lity Co X Closely Held	d Corp	Other (specify)	
of Join	ors or comparab	le body, all partners and lin	nited partners, all	duals serving on the Board of corporate officers, all parties companies (attach additional	
Andre	Haddad, PE	President/Director			
Steve	n Hanuszek, PE	Executive Vice President			
Maria	in Wypyski, PE	Director	an and a second		
9			CAMBAGE OF A CASE OF THE A Advantage		
		- 10 May 1- 10 Ma			
	older is not an i		al shareholdres/pa	partners of the firm. If the urtners/members. If a Publicly his section.	
Princ	ipal Owner:		SATISFACE	All the second s	
Lock	wood Enterprises	of New York, Inc. One Aeria	al Way, Syosset, N	Y 11791	

1. above (if a subsidiary cobe updated to	all affiliated and related companies and their relationship to the firm entered on none, enter "None"). Attach a separate disclosure form for each affiliated or empany that may take part in the performance of this contract. Such disclosure of include affiliated or subsidiary companies not previously disclosed that partic mance of the contract.
Alemco Dev	relopment Corporation*
LKB Enviror	nmental Services, Inc.*
LKB Mappir	a. Inc.*
* None of the	se companies will participate in the performance of this contract.
7. List a bid, post-bid employed or its agencies, limited to the matters inclured property the term is defined to the form is defined to	all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, etc.). The term "lobbyist" means any and every person or organization retained designated by any client to influence - or promote a matter before - Nassau Coboards, commissions, department heads, legislators or committees, including be Open Space and Parks Advisory Committee and Planning Commission. Such de, but are not limited to, requests for proposals, development or improvement subject to County regulation, procurements, or to otherwise engage in lobbying efined herein. The term "lobbyist" does not include any officer, director, trusted bunsel or agent of the County of Nassau, or State of New York, when discharging
7. List a bid, post-bid employed or its agencies, limited to the matters inclureal property the term is deemployee, co	all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, etc.). The term "lobbyist" means any and every person or organization retained designated by any client to influence - or promote a matter before - Nassau Coboards, commissions, department heads, legislators or committees, including be Open Space and Parks Advisory Committee and Planning Commission. Such de, but are not limited to, requests for proposals, development or improvement subject to County regulation, procurements, or to otherwise engage in lobbying efined herein. The term "lobbyist" does not include any officer, director, trusted bunsel or agent of the County of Nassau, or State of New York, when discharging
7. List a bid, post-bid employed or its agencies, limited to the matters inclureal property the term is demployee, cohis or her off	all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, etc.). The term "lobbyist" means any and every person or organization retained designated by any client to influence - or promote a matter before - Nassau Coboards, commissions, department heads, legislators or committees, including be Open Space and Parks Advisory Committee and Planning Commission. Such de, but are not limited to, requests for proposals, development or improvement subject to County regulation, procurements, or to otherwise engage in lobbying efined herein. The term "lobbyist" does not include any officer, director, truster bunsel or agent of the County of Nassau, or State of New York, when discharging it is a stage of the county of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the county of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is a stage of the County of Nassau, or State of New York, when discharging it is
7. List a bid, post-bid employed or its agencies, limited to the matters inclureal property the term is demployee, or his or her off	all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, etc.). The term "lobbyist" means any and every person or organization retained designated by any client to influence - or promote a matter before - Nassau Coboards, commissions, department heads, legislators or committees, including be Open Space and Parks Advisory Committee and Planning Commission. Such de, but are not limited to, requests for proposals, development or improvement subject to County regulation, procurements, or to otherwise engage in lobbying efined herein. The term "lobbyist" does not include any officer, director, truster bunsel or agent of the County of Nassau, or State of New York, when discharging it is all duties. Name, title, business address and telephone number of lobbyist(s):
7. List a bid, post-bid employed or its agencies, limited to the matters inclureal property the term is demployee, or his or her off	all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, etc.). The term "lobbyist" means any and every person or organization retained designated by any client to influence - or promote a matter before - Nassau Coboards, commissions, department heads, legislators or committees, including be Open Space and Parks Advisory Committee and Planning Commission. Such de, but are not limited to, requests for proposals, development or improvement subject to County regulation, procurements, or to otherwise engage in lobbying efined herein. The term "lobbyist" does not include any officer, director, truster bunsel or agent of the County of Nassau, or State of New York, when discharging it is all duties. Name, title, business address and telephone number of lobbyist(s):

Page 3 of 4	
(b) Describe lobbying activities.	vity of each lobbyist. See page 4 of 4 for a complete
the state of the s	e the person/organization is registered as a lobbyist (e.g.,
•	
8. VERIFICATION: This section contractor or Vendor authorized as a s	n must be signed by a principal of the consultant, signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swear statements and they are, to his/her known	s that he/she has read and understood the foregoing wledge, true and accurate.
Dated: 12/3/2015	Signed: Washad
	Print Name: Andre Haddad, PE
	Title: President/CEO

Page 4 of 4:

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

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

N/A

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

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

Page 2 of 4

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

N/A

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

N/A

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

Dated: 11/18/2015	Signed: Maddet
	Print Name: Andre Haddad, PE
	Title: President/CEO

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

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

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

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

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

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

Name and Title of Authorized Representative Andre Haddad, PE, President/CEO	mldlyý 11/18/2015
Signature Madded -	Date 11/18/7015
Name of Organization	3 L
Lockwood, Kessler & Bartlett, Inc.	
Address of Organization	
One Aerial Way, Syosset, NY 11791	

OJP FORM 4061/1 (REV. 2/89) Previous Editions are obsolete

Business History Form

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). Date: 11/18/2015 1) Bidder's/Proposer's Legal Name: Lockwood, Kessler & Bartlett, Inc. 2) Address of Place of Business: One Aerial Way, Syosset, NY 11791 List all other business addresses used within last five years: 351 Manville Road, Pleasantville, NY 10570 and One Exchange Place, 21 West Main Street, Waterbury, CT 06702 Mailing Address (if different): Phone: 516-938-0600 Does the business own or rent its facilities? Rent 4) Dun and Bradstreet number: 006994487 5) Federal I.D. Number: <u>11-1015370</u> 6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) 7) Does this business share office space, staff, or equipment expenses with any other business? 8) Does this business control one or more other businesses? Yes X No ____ If Yes, please provide details: Please see attached 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide details. Please see attached 10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ____ No _X __ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

11) Has the If Yes, s	bidder/proposer, during the past seven years, been declared bankrupt? Yes No X tate date, court jurisdiction, amount of liabilities and amount of assets
federal, owner an civil anti-	ast five years, has this business and/or any of its owners and/or officers and/or any affiliated a, been the subject of a criminal investigation and/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any add/or officer of any affiliated business been the subject of a criminal investigation and/or a trust investigation by any federal, state or local prosecuting or investigative agency, where estigation was related to activities performed at, for, or on behalf of an affiliated business. No _X If Yes, provide details for each such investigation.
federal, s of an affi but not li individua	est 5 years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer liated business been the subject of an investigation by any government agency, including mited to federal, state and local regulatory agencies, for matters pertaining to that all's position at or relationship to an affiliated business. Yes No _X If Yes, provide or each such investigation.
pertained	current or former director, owner or officer or managerial employee of this business had, fore or during such person's employment, or since such employment if the charges it to events that allegedly occurred during the time of employment by the submitting , and allegedly related to the conduct of that business: a) Any felony charge pending? No X Yes If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? No X Yes If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes If Yes, provide details for each such conviction.
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes If Yes, provide details for each such

occurrence.
5) years, has this business or any of its owners or officers, or any other affiliated d any sanction imposed as a result of judicial or administrative proceedings with respect ssional license held? No X Yes; If Yes, provide details for each such
(5) tax years, has this business failed to file any required tax returns or failed to pay any ederal, state or local taxes or other assessed charges, including but not limited to water harges? No <u>X</u> Yes If Yes, provide details for each such year. Provide a conse to all questions checked 'YES'. If you need more space, photocopy the page and attach it to the questionnaire.

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

17) Conflict of Interest:

- a) Please disclose:
 - (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
 - (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
 - (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.
- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Attachments to Business History Form

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

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation; Date of Incorporation: August 4, 1934
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Please refer to Consultant's Disclosure Form
- iii) Name, address and position of all officers and directors of the company, Please refer to Consultant's
- iv) State of incorporation (if applicable); New York

Disclosure Form

- v) The number of employees in the firm; 100
- vi) Annual revenue of firm; \$12-\$15M
- vii) Summary of relevant accomplishments Please refer to Section C of the Proposal
- viii) Copies of all state and local licenses and permits. Please refer to Section G of the Proposal
- B. Indicate number of years in business. 126 years
- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company	Nassau County Department of Public Works	
Contact Pen	son Shila Shah-Gavnoudias, PE, Commissioner	
Address	1194 Prospect Avenue	
City/State _	Westbury, NY 11590	all .
Telephone _	516-571-9604	
Fax#		
E-Mail Addre	ss sshahgavnoudias@nassaucountyny.gov	

Company	Suffolk County Department of Public Works				
Contact Person_Gilbert Anderson, PE					
Address 335 Yaphank Avenue					
City/State Yaphank, NY 11980					
Telephone 631-852-4010					
Fax#	631-852-4150				
E-Mail Addre	ess_gilbert.anderson@suffolkcountyny.gov				
1 (<u></u>	Town of Oyster Bay Department of Public Works				
Company	Town of Oyster Bay Department of Public Works				
Company	Town of Oyster Bay Department of Public Works				
Company Contact Pers	Town of Oyster Bay Department of Public Works son_Matt Russo, PE 150 Miller Place				
Company Contact Pers Address City/State	Town of Oyster Bay Department of Public Works son_Matt Russo, PE 150 Miller Place Syosset, NY 11791				
Company Contact Pers Address City/State Telephone _	Town of Oyster Bay Department of Public Works son_Matt Russo, PE 150 Miller Place				

,

CERTIFICATION

Date

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

I. Andre Haddad, PE , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.
Sworn to before me this 18th day of November 2015
Notary Public DEBRA MARINO NOTARY PUBLIC-STATE OF NEW YORK No. 01MA6323867 Qualified in Nassau County My Commission Expires April 27, 2019
Name of submitting business: Lockwood, Kessler & Bartlett, Inc.
By: Andre Haddad, PE
Africa name,
Signature
President/CEO
Title
11 / 18 / 2015

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1.	Principal Name Andre Haddad
	Date of birth 6 / 3 / 1950
	Home address
	City/state/zip
	Business address One Aerial Way
	City/state/zip Syosset, NY 11791
	Telephone 516-938-0600
	Other present address(es) N/A
	City/state/zip N/A
	Telephone N/A
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President 10 / 1 /1997 Treasurer / /
	Chairman of Board 1 / 17 / 1999 Shareholder / /
	Chief Exec. Officer 1 / 17 /1999 Secretary / /
	Chief Financial Officer// Partner//
	Vice President 10 / 1 / 1994 / /
	(Other)
3.	NOYES _X If Yes, provide details. Mr. Haddad has an equity interest in LKB Group, LLC, which owns
4.	Lockwood Enterprises of New York, Inc., which owns Lockwood, Kessler & Bartlett, Inc. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES; if Yes, provide details.
6 .	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES If Yes, provide details.

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

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

NO X YES If Yes, provide details for each such occurrence.

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

CERTIFICATION

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

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

Sworn to before me this 18 day of November

DEBRA MARINO NOTARY PUBLIC-STATE OF NEW YORK No. 01MA6323867 Qualified in Nassau County My Commission Expires April 27, 2019 Lockwood, Kessler & Bartlett, Inc. Name of submitting business Andre Haddad, PE Print name Signaturé President / CEO 18

7 2015

Date

* XOUBLE-SIDED*

Contract ID#: H670008DK



CLPW14000051 Department: Public Works

Department: Public Works

CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

	<u> </u>									
N	NIFS ID #: CFPW14000013 NIFS Entry Date! 20/14 Term: from 5/5/2014 to 5/4/2016									
New	Renewal	1	Mandated Prog	gram:	· · · · · · · · · · · · · · · · · · ·			Yes	No 🛭	
Ame	ndment 🗵 #1	2)	Comptroller A	pprov	al Form	Attached		Yes 🛛	No 🗆	
Time	Extension	1 1	CSEA Agmt. §					Yes	No 🗵	
	Funds 🔲							Yes 🗵	No. 🗆	
Blank RES	ket Resolution 🔲 #		4) Vendor Ownership & Mgint, Disclosure Attached: 5) Insurance Required				Yes 🛛	No 🗆		
Ā	gency Inform	ation Ventic								
Name		7.011(18					County	Jeparu	nefit	
Lockwe	ood, Kessler and Bartlett,	Inc.	Vendor ID# 111-015370				Department Contact Richard Indevaio, Ir. Superintendent of Highway & Drainage Construction, NCDPW			
Addres	5\$		Contact Perso	n			Address	donon' I'v	TAT AA	
	erial Way		Steven Hannszek			1194 Prospect Ave.				
Syosse	t, NY 11791		- Children			Westbury, NY 11590				
à			Phone 516-938-0600 Ext. 205				Phone 516-571-6824			
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11/21/14	County Attorney	CA RE d Verifican	Insurance on	V)(zi)y		IR ID			
Merliy	County Attorney		rval as to form		11 21/14	7	D R. L.	797	Yo	
	Legislative Affairs	Fw'd Orl	ginal Contract to		11/21/14	Lino	or J. Men			
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County Attorney NIFS Approv			proval		Lou d	1 D.E	520			
Comptroller NIFS Approval			roval		71	P.W	B		la e	

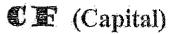
County Executive

Notarization

Filed with Clerk of the Leg.

*ROUBLE-SIDETTX

Contract ID#: H670008DK



Contract Details



CLPW14000051

SERVICE: Construction Management Inspection

NIFS ID #: <u>CFPW14000013</u>	NIFS Entry Date 11/20	14 Term: from 5/5/2014 to 5/4/2016
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New [Renewal [1	1) Mandated Program:			Yes	No 🛛		
Amend	dment ⊠#1	2	2) Comptroller Approval Form Attached:			Yes 🛛	No 🗆		
Time I	Extension [3	3) CSEA Agmt. § 32Compliance Attached:					No 🗵	
Addl.	· · · · · · · · · · · · · · · · · · ·	4) Vendor Ownersh	ip &	Mgmt. I	Disclosure Attached:	Yes 🛛	No 🗆	
Blanke RES#	et Resolution []	5	5) Insurance Required			Yes 🔀	№ 🗌		
***************************************							RIP APPLICATION OF THE PROPERTY OF THE PROPERT		
A	gency Informa	ıtion	* *			The many			
		endo) Yangan		anderse (s. September 1988)	County	Depart	ment	
Name Lockwo	od, Kessler and Bartlett, I	IC.	Vendor ID# 111-015370	222642		Department Co Richard Iadeva Superintendent Drainage Cons	ntact io, Jr. of Highwa	y &	
Addres	\$		Contact Person			Address	THOUNDI, INC	31), YY	
	erial Way t, NY 11791		Steven Hamisze	sk		1194 Prospect Ave. Westbury, NY 11590			
· *-			Phone 516-938-0600 1	Ext. 2	:05	Phone 516-571-6824	The state of the s		

R	outing Slip		241					<u> </u>	
DATE Rec'd.	DEPARTMENT	j	ternal Verification		DATE-	SIGNATURE		(Äpprovál Regalyed	
	Department	NIFS E NIFS A	ntry (Dept) ppvl (Dept. Head)		6/18/4	100			
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11/21/14	County Attorney	CA RE Verific	& Insurance ation	P][21]19	MUR M	∠ 竇		
14 15 4	County Attorney	CA App	proval as to form		11 21 11	110 P.L.	Yes	M No 🖾	
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	Rules []/Leg, []	Ì				976			
	County Attorney	MES 2	pproval		12/21/20	1ses le	一		
	Comptroller	NIFS.	lpproval		MI	3	り かな	が開発	
	County Executive	Notari	eation	口	1) 14 /	W 1/4		<u>, a de la companya d</u>	

Filed with Clerk of the Leg.



Department: Public Works

Contract Summary

Purpose: The original			ay/Bridge Construction - Amendm	
construction activities	contract was to provide "On Call" Profession in the Highway/Bridge unit. This amendmo	onal Construct ent is to lucrea	ion Management/Inspection Service se the Maximum Amount by \$500,0	es for all
Method of Procuremen	it: The contractor was previously selected t	hrough an ope	n competitive RFP process.	
Procurement History:	The contractor was selected through an ope	en competitive	RFP process. This is the first amer	ndment,
Description of General \$500,000.	Provisions: This Amendment is to increase	e the Maximun	n Amount proposed in the original	agreement by
māximitā amount pay	rice Analysis: The Maximum Amount in thable to the contractor is \$1,150,000.			
and increase the Maxi-	num Amount of the Original Agreement by	y \$500,000.	among the scape of set vices to then	ude
and increase the Maxi-	num Amount of the Original Agreement b	y \$500 ,000.	actions the scape of our vices to men	ude
and increase the Maxion Recommendation: (app	mum Amount of the Original Agreement by prove as submitted)	y \$500, 0 00.	actions the scape of our vices to men	ude
Recommendation: (appending the Maximum and Increase the Maximum (appending to the Maximum and Increase the	mum Amount of the Original Agreement by prove as submitted)	y \$500,000.	INDEX/OBJECT GODE	AMOUNT
Recommendation: (ap) Advisement In BUDGET CODES Fund: CAP	num Amount of the Original Agreement by prove as submitted) formation	y \$500, 0 00.		
Recommendation: (application) Advisement In BUDGET CODES Fund: CAP Control: 61	num Amount of the Original Agreement by prove as submitted) formation FUNDING SOURCE AMOUNT	y \$500,000.	INDEX/OBJECT CODE	AMOUNT
Recommendation: (ap) Advisement In BUDGET CODES Fund: CAP Control: 61 Resp: 587	prove as submitted) formation FUNDING SOURCE AMOUNT Revenue Contract XXXXXXX	y \$500,000.	INDEX/OBJECT CODE	AMOUNT
Recommendation: (ap) Advisement In BUDGET CODES Fund: CAP Control: 61 Resp: 587 Object: 00003	prove as submitted) formation FUNDING SOURCE AMOUNT Revenue Contract XXXXXXX County \$-01	LINE 1 2	INDEX/OBJECT CODE	AMOUNT \$.01 \$
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NIFS Certification	Comptroller Certification	County Executive Approval		
I cortily that this document was accepted into MIFS.	Certify that an unencumbered belance sufficient to cover this contract is present faulte appropriation to be charged.	Name MA		
Name Live Line	Jury Muruye	Ditt. // /9/14		
1/0/15	Daw / 1	E#:		
ring 1		^.		

RULES RESOLUTION NO.3122014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND
LOCKWOOD, KESSLER & BARTLETT, INC. Passed by the Rules Committee
Russau County Legislature
By Voice Vice on 12-1-14

By Volce Vito on 12—1717
VOCING:
ayes 7 anyes 0 abstaland 0 recused 0
Legislators present: 7

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

3

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

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TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
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RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said[amendment
to agreement with Lockwood, Kessler & Bartlett, Inc.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars (\$650,000) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

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

- 1. Payment. Section 3(a) Amount of Consideration shall be increased by Five Hundred Thousand Dollars (\$500,000), so that the total Maximum Amount that the County shall pay the Firm as full consideration for Services shall not exceed One Million One Hundred and Fifty Thousand Dollars (\$1,150,000) (the "Amound Maximum Amound"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.
- 2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

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

Lockwood Kesster and Bartlett, Inc.

By: Standard Hands 25K

Title: Exec. V. F.

Date: 10/23/14

NASSAU COUNTY

y: Name: V

Title: County Executive

Deputy County Executive

Date:

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK) COUNTY OF NASSAU) On the 23 day of October in the year 2014 before me personally came Steven Hanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Sufforting; that he or she is the Executive V. P. of Lockward, Kessler Partlett, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation. Joan Algios Notary Public, State of New York 01AL6004912 Qualified in County of Nassan Commission Expires 03/30/18 STATE OF NEW YORK) COUNTY OF NASSAU) in the year 2014 before me personally to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau

NOTARY PUBLIC

County.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., One Aerial Way, Syosset, New York 11791 (the "Firm").

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- 2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

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

Lockwood, Kessler and Bartlett, Inc.	.h
By Some of anised	y
Name: STEWN HANDS 215)	<
Title: Exec. U.P.	***************************************
Date: 10/23/14	- WITH MEADURE ALLER

NASSAU COUNTY

Name: County Executive

Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

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

On the 33rd day of Orlor in the year 2014 before me personally came Steven fanuszek to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffork; that he or she is the Executive of of lockwood kessler fantlethe corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation. Joan Algios Notary Public, State of New York 01AL6004912 Qualified in County of Nassau Commission Expires 03/30/18
STATE OF NEW YORK) COUNTY OF NASSAU) On the Gay of Januar in the year 2012 before me personally came Richard R. Malteto me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Assaul; that
he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau. County. County.
NOTARY PUBLIC Protary Fullifo, State of New York No. 01 FERSE026 Gualified in Massau Ocunty Commission Expires April 02, 2012

APPENDIX "L"

Certificate of Compliance

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

The case executive officer of the Contractor is:
Andre Haddad (Name)
(Address)
516-938-0600 (Telephone Number)
The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to sect 9 of the Law. In the event that the contractor does not comply with the requirements of the Law obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfacti of the Department that at the time of execution of this agreement, it had a reasonable certainty it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contract
In the past five years, Contractor has X has not been found by a court or a government of have violated federal, state, or local laws regulating payment of wages or benefits, la relations, or occupational safety and health. If a violation has been assessed against the Contract describe below:
The state of the s
Manufacture and the second sec

In the past five years, an administrative proceeding, investigation, or government body-initiate judicial action has X has not been commenced against or relating to the Contractor 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 becommenced, describe below:

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	4 Proprieta de America de Companyo de Comp	A STATE OF THE STA
		THE THE THE PROPERTY OF THE PR
	The state of the s	Will Hill State Control of the Contr
	*	
5	Contractor agrees to permit access to representatives for the purpose of m investigating employee complaints of	o work sites and relevant payroll records by authorized County outtoring compliance with the Living Wage Law and of noncompliance.
true, con	y certify that I have read the foregoing treet and complete. Any statement of stated below.	statement and, to the best of my knowledge and belief, it is representation made herein shall be accurate and true as of
	10/25/14	Madal
Harp-(stayou-cal-camic	60/23/14	
Dated	,	Signature of Chief Executive Officer
		Kuntaka
		Andre Haddad
		The control of the co
		Name of Chief Executive Officer
		·
Swornt	to before me this	
السيديد		Joan Algios
2310	day of Cetober 2014	Notary Public, State of New York 01AL6004912
/		Qualified in County of Nassau
Aug.	Conn.	Commission Expires 03/30/18

Notary Public

Ĭ,	Name of Firm:	Alemco Developmo	ent Corpora	tion			
	Address	One Aerial Way	denie annue de la companya de la com				
	City and State; _	Syosset, New York	<		Zip Code 11	791	
2.		dentification Number: 13-2					
3.	Type of Business	Public Corp,	Partnersi	nip Sole Proprieto	orshipJo	oint Venture	
4.	necessary)	Assisting of TORK ACHIER	all individuals ser es, and all member	rving on the Board of Directors is and officers of Limited Liab	i or comparable boc lity Companies (atl	ly, all partners and limited partners and limited partners and limited partners are so if	ers,
******	Andre	Haddad	Presid	ent & CEO			
•	Steve	n Hanuszek	Exec. \	V.P. & Secretary			
,	AMARIA PARAMETER PROPERTY AND	and the second s	· · · · · · · · · · · · · · · · · · ·		- 1		
	r				······		
							
						WALL TO SERVICE THE SERVICE TH	
5:	sheet (s) if necess	owned by Lockwoo	d, Kessler &	a include a copy of 10K form i	n lieu of completing	ual, list the individual g this section) (attach additional	************
6:			- 12				
	disclosure form f	for each affiliated or subsidiary	company)	(attach additional sheet (s)	above (if none, eif necessary).	nter "None"] (* include a separ	ate
************	None	Hite automorphisms (in the control of the control o					 -
7.	VERIFICATION of executing contown knowledge,	. aning the district passiful efficient	by a principal of the sand so swears th	be Consultant, Contractor or V at he/she has read and understa	andor authorized as ood the foregoing st	signator of the firm for the purp attements and they are, to his/her	ose
Da	ited:	23/14	Signed:	J.	Maringe	L	
			Print Name:	Steven Hanuszek	·	NAME OF THE PROPERTY OF THE PR	
			Title:	Exec. Vice Presid	lent	··· ······	

l,	Name of Firm: LKB Environmental	Services, In	C.	
	Address: One Aerial Way			Caracing and the Control of the Con
	City and State: Syosset, New York		Zip	Code 11791
2.	Firm's Vendor Identification Number: 16-08		*	MATTERNA Photo Physical Control of Control o
3.	Type of Business: Public Corp.	Partnershi	Sole Proprietorship	
	Ltd Liability Compa	iny X C	losely Held Corp.	Other (specify)
₫.	List names and address of all principals; that is, all all corporate officers, all parties of Joint ventures, necessary)	, and all members	ing on the Board of Directors or com and officers of Limited Liability Co	parable body, all partners and limited partners, impanies (attach additional sheef (s) if
	Andre Haddad	Presider		
district	Steven Hanuszek	Exec. V.	P. & Secretary	
5.	List all names and address of all shareholders, me shareholders/partners/members. (* If a Publicly sheet (s) if necessary). 100% owned by Lockwood	embors, or partner held Corporation I, Kessier &	s of the firm. If the shareholder is n include a copy of 10K form in lieu of Bartlett, Inc.	ot an individual, list the individual if completing this section) (attach additional
				tutani (net Abbashan)
سند				
6.	List all affiliated and related companies and their disclosure form for each affiliated or subsidiary of None	r relationship to th	e firm entered on line I (one) above	Lif none enter "None" Lift include a consent
	main day mineral and a second a	THE STATE OF THE S		The state of the s
			NAME OF THE PERSON OF THE PERS	
7.	 VERIFICATION: This section must be signed by of executing contracts. The undersigned affirms own knowledge, true. 	y a principal of the and so swears the	e Consultant, Contractor or Vendor at he/she has read and understood th	authorized as signator of the firm for the purpose foregoing statements and they are, to his/her
Ĺ	Dated: 14/23/14	Signed:	James He	mengel
		Print Name;	Steven Hanuszek	<i>y</i>
		Title:	Exec. Vice President	· · · · · · · · · · · · · · · · · · ·

ļ,	Name of Pirm; LKB Mapping Inc.
	Address: One Aerial Way
	City and State: Syosset, New York Zip Code 11791
2.	Firm's Vendor Identification Number: 54-0841793
3.	Type of Business: Public Corp Partnership Sole Proprietorship Joint Venture
	Ltd Liability Company X Closely Held Corp. Other (specify)
4.	List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)
	Andre Haddad President & CEO
	Steven Hanuszek Exec. V.P. & Secretary
5,	List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section.) (attach additional sheet (s) if necessary).
	100% owned by Lockwood, Kessler & Bartlett, Inc.
<u>. </u>	
6.	List all affiliated and related companies and their relationship to the firm entered on line I (one) above [if none, enter "None"] (* include a separat disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
	None
<u></u>	
7.	VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpos of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.
Da	sted: 10/23/14 Signed: Admission
	Print Name: Steven Hanuszek
	Title: Exec. Vice President

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

Andre Haddad *
President & Chief Executive Officer

Vice President - Construction

Marian Wypyski *

Steven Hanuszek *

* Denotes Director

1.	Name of Firm:	Lockwood, Kess	ler & Bartlett	t, Inc.				
	Address:	One Aerial Way		<u> </u>				
	City and State:	Syosset, New Yo	ork			Zip Code 11791	Ladden Troppellis Mahamma aprii 1999.	
2.	Firm's Vendor I	dentification Number: 1	1-1015370					
3,	Type of Busines		Parine	rship.	Sole Proprietorship	Joint Vent		
		Lad Liability C	ompany	_ Closely H	eid Corp.	Other (spec	ify).	
4,	List names and a all corporate off necessary)	address of all principals; that icers, all parties of Joint ven	t is, all individuals s tures, and all memb	serving on the	e Board of Directors or co cers of Limited Liability C	omparable body, all par Comparties (attach addit	tners and limited partners, lonal sheef (s) if	
	See /	Attached List			MILL 2 - 1 - 2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			
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tomosyn								
5,	sheet (s) if neces	nd address of all snareholder tners/members. (* If a Pub ssary).	rs, members, or part dicty held Corporati	tners of the f lon include a	irm. If the shareholder is copy of 10K, form in lieu	not an individual, list to of completing this sec	ha hadhat da a	
·	100% owned by Lockwood Enterprises of New York, Inc. which in turn is 100% owned by LKB Group, LLC a NY Limited Liability Company.							
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	and the second s			· · · · · · · · · · · · · · · · · · ·		The state of the s		
6.	List all affiliated	i and related companies and for each affiliated or subsid	their relationship to	o the firm en	tered on line I (one) above	e [if none, enter "No	ne"] (# include a separate	
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********			nmental Serv	vices, In	C.			
		LKB Mappin	ig, inc.		-			
7,	VERIFICATION of executing concurred control of the	N: This section must be sign stracts. The undersigned aff true.	ned by a principal of firms and so swears	f the Consul that he/she	ant, Contractor or Vendon has read and understood if	authorized as signator ne foregoing statements	of the firm for the purpose and they are, to his/her	
Da	ated: 10/2	23/14	Signed:	5	femme His	reizek	**************************************	
			Print Nam	ıe: Stev	ven Hanuszek	*		
			Title:	Ехе	c. Vice Presiden	É		

LKB Group, LLC

Andre Haddad

Chairman of Managers

Raymond Wegener

Member

Marlan Wypyski

Manager

Steven Hanuszek

Manager

George Maragos Comptroller



OFFICE OF THE COMPTROLLER 240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Lockwood, Kessler and Bartlett, Inc. CONTRACTOR ADDRESS: One Aerial Way, Syosset, NY 11791 FEDERAL TAX ID #: 111-015370 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 [newspaper] [date]. The sealed bids were publicly opened on ______ [date]. 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____ [newspaper advertisement, posting on website, mailing, etc.]. [#] of potential proposers requested copics of the RFP. Proposals were due on ______[date]. _____[#] proposals were received สทศี evaluation evaluated. The committee consisted [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

1

III. In This is a renewal, extension or amendment of an existing contract. The contractor was selected through an open competitive RFP process. This is the first amendment.
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.
\square A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
D. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. — Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

VI.

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

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

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

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

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

Department Head Signature

Date

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

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

Contract ID#:H670008DK

CF (Capital)

Contract Details

NIFS ID #:

New X Renewal



NIFS Entry Date:__

1) Mandated Program:



Yes 🔲

SERVICE _Construction Management/ Inspection ____Term: from Execution to 24 Months

Amendment 2) Comptroller Approval Form.				val Form A	ttached:	Yes	No 🗌	
Time I	Time Extension 3) CSEA Agmit. § 32 Compliance Attache					Yes X	No 🔲	
Addl. Funds 4) Vendor Ownership & Mgmt.				& Mgmt, I	Disclosure Attached:	Yes X	No 🗌	
Blanke RES#	et Resolution 🔲	5)	Însurance Requirec	1	(Yes 🗓	No 🗆	
$\overline{\mathbf{A}}_{i}$	gency Inform	ation						
,,,	Entropy (September 1997)	Vendo	r		County	Depar	tment	
Name Lockwood,	, Kessler and Bartlett, Inc.		Vendor ID# [11-015376		Department Contact Richard Iddevato, Jr. Drainage Construction	Superintendent		
Address	- The state of the		Contact Person		Address		AND THE RESERVE TO SERVE THE PARTY OF THE PA	
One Aerial	-		Steven Hamiszek		1194 prospect Ave, V	1194 prospect Ave, Westbury, NY 11590 Phone		
Syosset, N	IY, 11791		Phone	THE PERSON NAMED IN COLUMN	Phone			
	W353A4		516 938 0600 ext. 205		516 571 6824			
DATE Rec'd,	DEPARTMENT	Inc	And the second s	DATE	SIGNATURE	. 1		
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RULES RESOLUTION NO 67-2014

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

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 3-24-14

VOTING:

ayes 7 mayes 0 abstaired 0 recused 0

Legislators present: 7

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

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

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George Maragos Comptroller



OFFICE OF THE COMPTROLLER 240 Old Country Road Mincola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Lockwood, Kessler & Bartlett, Inc,

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 July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected.

D. Pursuant to General Municipal Law Section 119-0, 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 he vendor has previously provided services to the county, attach a copy of the most recent evaluation of he 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.
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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.

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

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

Department Head Signature

Date

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

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

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Office of the County Executive

Αħ.

Richard R. Walker, Chief Deputy County Executive

FROM:

Department of Public Works

DATE:

November 20, 2013

SUBJECT:

Request to Initiate (an RFP) - Part II

"On Call" Construction Management Services: Highway/Bridge Construction

Selection of Firms for Professional Construction Management Services

RFP No. PW-H670008D

This Department intends to procure Professional Construction Management Services for "On Call" construction management services to the Department's Construction Management Unit: Highway/Bridge Construction Group. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of Contractor Claims, Pre-Bid Constructability Reviews, Utility Mark Out, Soil Boring/Investigation, Material Testing and other construction related engineering/support services for various Highway and Bridge related projects, as authorized by the Department.

On July 29, 2013, the Department issued a Request for Proposals (the "RFP"), Notice of the RFP was published in Newsday and was made available on the Courty's website. On August 23, 2013, proposals from eighteen (18) firms were received.

A Selection Committee was formed to evaluate each proposal. Members of the Committee included: Richard P. Millet, Deputy Commissioner, Rakhal Meitra, P.E., Deputy Commissioner, Brian J. Schreider, Assistant to Deputy Commissioner and Richard Iadavaio, Jr., Superintendent of Highways and Drainage Construction. The Committee met on September 3, 2013, to discuss and score proposals. The Committee subsequently requested that the twelve highest-ranking firms, HAKS, Lockwood, Kessler & Bartlett, Inc. (LKB), LiRo Engineers, Inc., (LiRo), Gibbons, Esposite & Boyce Engineers, P.C., (GEB), Tectonic, Greenman-Pederson, Inc., (GPI), Cashin Associates, P.C., (Cashin), Savin Engineers, P.C., (Savin), L.K. McLean Associates, P.C., (LKMA), Cameron Engineering & Associates, L.L.P., (Cameron), de Bruin and The RBA Group, (RBA) submit a Best and Final Offer (BAFO). The ranking of each firm by technical proposal score is provided below. To be noted, the table reflects LKMA's, LKB's, Tectonic's GPP's and Cameron's BAFO.

Construction Management Firm	Technical Ranking	Best and Final Offer (BAFO)	Cost
HAKS	1	\$ 937,470.00	Ranking
LKB	1	\$ 922,750.00	11
LiRo	3	\$ 845,581.25	13
GEB	· <u>4</u> .	\$ 896,300.00	<u>5</u>
Tectonic	5	S 936,550.00	7
GPI	6	\$ 893,959.00	16
Cashin	7	\$ 837,481.25	8
Savin	8	\$ 894,575,00	3
LKMA	9	\$ 836,187,50	6
deBruin	10	\$ 934,250.00	4
Cameron	10		10
RBA			12
D&B	<u>12</u> 13	<u>\$ 910.200.50</u> \$ 985.747.00	2
Gedeon	14		15
Haider	15	S 1,111,118,11	17
Field Assoc.		S 949,115,00	14
O'Connor Petito	16	\$ 662,360.00	ŀ
· ·	17	Non-Responsive	.0
Vertex	18	3 801,250.00	2

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Civil Service Employees Association, Nessau Local 830

Ronald Gurrieri, Executive Vice President

FROM:

Department of Public Works

DATE:

July 30, 2013

SUBJECT:

CSEA Notification of a Proposed DPW Contract

Requirements Contract

Proposed Contract No: H670008D

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."

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

Three (3) "On-Call" Construction Management Service Agreements for DPW's Highway/Bridge Construction Group

2. The work involves the following:

> Provide resident engineers, inspectors, schedulers, cost estimators, field survey parties, evaluation of construction claims, pre-bid constructability reviews, and construction related engineering services on an as-needed basis for the various construction projects managed by the DPW's Construction Management Unit Highway/Bridge Construction Group.

3. An estimate of the cost is:

\$1,500,000.00/Agreement

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 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9557

Kenneth G. Arnold

Assistant to Commissioner

KGA:WSN:RM:Iv

Allison Hertling, Deputy Director, Office of Labor Relations

Robert Cancellieri, Deputy Director, Office of Labor Relations

Rakhal Maitra, Deputy Commissioner

William S, Nimmo, Deputy Commissioner

Patricia Kivo, Unit Head, Human Resources Unit

Richard Indevaio Jr., Superintendent of Highway & Drainage Construction

Jonathan Lesman, Management Analyst II



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

1.	Name of Firm:	Alemco Development	Corporation	
	Address:	One Aerial Way		
	City and State:		Zip	
2.	Firm's Vendor I	dentification Number: 13-2571	477	and the same of th
3.	Type of Busines	Public Corp.	PartnershipSole Proprietorship	Joint Venture
		Ltd Liability Company	X Closely Held Corp.	Other (specify)
4.	List names and a all corporate off necessary)	address of all principals; that is, all in icers, all parties of Joint ventures, and	lividuals serving on the Board of Directors or comp all members and officers of Limited Liability Com	arable body, all partners and limited partners, panies (attach additional sheet (s) if
	THE PERSON NAMED IN COLUMN	Haddad	President & CEO	
	Steve	n Hanuszek	Exec. V.P. & Secretary	Market Ma
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	Literation recommendation in the second			
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3.	List all names ar shareholders/par sheet (s) if neces	thers/members. (* If a Publicly held	rs, or partners of the firm. If the shareholder is not Corporation include a copy of 10K form in lieu of	an individual, list the individual completing this section) (attach additional
		owned by Lockwood, K	essler & Bartlett, Inc.	
	VIMILATOR PROPERTY AND ADMINISTRATION OF THE PROPER	-	The state of the s	
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	the state of the s			
*****				-,-,-
б.	List all affiliated disclosure form		tionship to the firm entered on line 1 (one) above	if none, enter "None"] (* include a separate ary).
	None		A STANDARD CONTRACTOR OF THE STANDARD CONTRACTOR	

بيبسني	4 Million and Copy pper process and a second	The second secon		
7.	VERIFICATION of executing corrections with the control of the cont	macis. The undersigned arriting and	nncipal of the Consultant, Contractor or Vendor au so swears that he/she has read and understood the fi	thorized as signator of the firm for the purpose oregoing statements and they are, to his/her
Da	red: //2	Si	int Name: Andre Haddad	er h
		P.	int Name: Andre Haddad	
			tle: President & CEO	

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

l.	Name of Firm:	LKB Mapping Inc.				
	Address:	One Aerial Way				
	City and State:	Syosset, New York				
<u>.</u>		dentification Number: 54-0			design to the state of the stat	
3.	Type of Busines	Public Corp.		hip Sole Proprietors Closely Held Corp.		
4.	List names and a all corporate off necessary)	iddress of all principals: that is,	all individuals se	rving on the Board of Directors	or comparable body, all partners and limited part by Companies (attach additional sheet (s) if	ners.
		e Haddad		dent & CEO		
	Steve	en Hanuszek	Exec.	V.P. & Secretary	A CONTRACTOR OF THE CONTRACTOR	
5.	List all names at shareholders/pat sheet (s) if neces 100%	nd address of all shareholders, n thers/members. (* If a Public! ssary). owned by Lockwoo	nembers, or partney held Corporatio	ers of the firm. If the shareholden include a copy of 10K form in & Bartlett, Inc.	r is not an individual, list the individual lieu of completing this section) (attach addition	nal
6.	List all affiliated	l and related companies and the	ir relationship to	- V	bove [if none, enter "None"] (* include a ser	
	None					7
	VERIFICATION of executing corrown knowledge	N: This section must be signed aften	by a principal of t	he Consultant, Contractor or Ve	ndor authorized as signator of the firm for the puod the foregoing statements and they are, to his/h	
			Print Name	Andre Haddad	****	
			Title:	President & CEO	÷	

LKB Group, LLC

Andre Haddad

Chairman of Managers

Raymond Wegener

Member

Marian Wypyski

Manager

Steven Hanuszek

Manager

Construction Management Services: Civil/ Site Construction Management Group. 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 Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Exhibit A, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.
- (c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:
- (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.
 - (2) Testing Laboratory Services.
 - (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
 - (4) Final models, photographs, renderings, and Laser Scanning as requested by the County.
 - (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.
 - (6) Other comparable expenses as approved by the County.

3. Payment.

- (a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed six hundred fifty thousand (\$650,000,00) dollars.
- (b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

Compliance with Law.

- (a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:
 - (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (fii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.
- ("Information") acquired In connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems

compliance with the New York State Workers Compensation Law, and (iv) such additional insurance and/or increases in coverage amounts for the insurance required by this paragraph, as the County may from time to time specify.

- (b) Acceptability: Deductibles: Subconsultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any Subconsultant hired in connection with this Agreement to carry Insurance with the same limits and provisions required to be carried by the Firm under this Agreement.
- (c) <u>Delivery: Coverage Change: No Inconsistent Action.</u> Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 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. <u>Termination</u>.

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

As used in this Agreement the word "<u>Cause</u>" includes: (j) a breach of this Agreement; (ii) the fallure 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 (<u>iii</u>) 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) <u>Firm Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions

- (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. <u>Section and Other Headings</u>. 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 (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

- (a) If the Firm is comprised of more than one legal entity or any group of partners or joint 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.
- 22. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or

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

By: Thank Manuark
Name: STEVEN HANDSZEK

Title: EXEC U P.

Date: 1/27/14

NASSAU COUNTY

By: | Sich Walker |

Name: Richard R Walker |

Title: County Executive |

Deputy County Executive |

Date: 5 5 1 4

PLEASE EXECUTE IN BLUE INK

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

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

On-Call Civil Site Construction Management Services

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call Civil/ Site Construction Management services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Civil/ Site Construction Management Group including, but not limited to, the furnishing of resident engineers, construction inspectors, scheduling services, cost estimating services, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, Utility Mark outs, Soil boring/ investigation, Material Testing and other construction related engineering/ Supported services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

- a) Task Order Issuance and Submission of Proposal in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission'') that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:
- 1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order, and
- 2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.
- (b) Department review of Proposal and Cost Proposal:

EXHIBIT "B"

PAYMENT SCHEDULE

On-Call Civil/Site Construction Management Services

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

Services

A. Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and thirty hundredths (2.30). The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

B. Subconsultants and Special Consultants

Subconsultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Subconsultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Subconsultant or Special Consultant.

The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Fifty (\$150) dollars per hour.

EXHIBIT "EE"

Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Firm shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Firm will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Firm shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Firm's obligations herein.
- (c) The Firm shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Firm shall make best efforts to solicit active participation by certified minority or womenowned business enterprises ("Certified MWBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Firm shall, in its advertisements and solicitations for Subconsultants, indicate its interest in receiving bids from Certified MAWBEs and the requirement that Subconsultants must be equal opportunity employers.
- (f) Firms must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Firm reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Firm welcomed bids and quotes from M/WBE Subconsultants. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Firm's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for MWBE Subconsultants to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from MWBEs is suggested to be included with the Best Effort Documentation

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:	
	ANDRE HADDAD	(Name)
		(Address)
	516-938-06.00	Telephone Number)
2.	The Proposer/Bidder agrees to comply with the requirements Wage Law, and with all applicable federal, state and local law	
3.	In the past five years, Proposer/Bidder hasX has government agency to have violated federal, state, or local lawages or benefits, labor relations, or occupational safety and assessed by the Proposer/Bidder, describe below:	ws regulating payment of
		and the state of t
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4.	 In the past five years, an administrative proceeding, investigation has X has not been common proposer/Bidder. If such a proceeding, action, or investigation describe below: 	enced against or relating to the
		deliberatura piranga waya ana deliberatura da

MBE/WBE UTILIZATION PLAN

Lockwood, Kessler and Bartlett, Inc. has a long standing record of partnering with MBE/WBE firms. As individual assignments are awarded under this contract, we will collaborate with CSM Engineering, PC (M/WBE) to meet the goals established by the County. The nature and personnel requirements of each assignment will be unique. Giving consideration to those specifics, efforts will be made to incorporate 10% M/WBE participation as each assignment is released.

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

PARTI: Approval by the Deput	y County Executive i	for Operations must !	be obtained prior to ANY RFQ/RFP/RFBC
□RFQ	RFP RFP	☐ RFBC	☐ In-House Work Order
Project No.: H670008	D		Project Title: On Call Construction Management Services Highway/Bridge
Department: Public Works		D:	ate: July 18, 2013
Service Requested: "On-C inspectors, scheduling service related engineering services f requested.	ali" Construction es, cost estimating or DPW's Highwa	Management Serv s services, field st y/Bridge Construct	vice (CM) Agreements with firm to provide resident engineer rivey services, pre-bid constructability reviews, and constructs tion Group. A total of up to six (6) "On-Call" Agreements may
Justification: Construction I highest quality. These "On-C current staff, on an as-needed	Management is ess all" CM Service A basis to effectively	ential in order to greements will All manage their cons	ensure a project is delivered on time, within budget, and is of the DPW's Environmental Construction Group to supplement the fluction projects.
Requested by: Richard Indevenorment/Agency/Office, I	tio, Jr., Superintend PW, Engineering	dent of Highway ar Civil/Site Constr	nd Drainage Construction uction Management
Project Cost for this Phase: \$1	,50 0,0 00.00 per Ag	reement	
Total Project Cost: \$9,0 Includes, engineering and con-	00,000.00 managam	ėnt	Date RFP Due: August 23, 2013
Capital Funding Approval:	YESE	№ □	Martine Signature
Funding Allocation (Project/su See Attached Sheet if multiyee	bobjecrji r		Fording will be ASSIJAL by SOOM ATE ATIS
Department Head Approval:	YES S	20 C	SIGNATURE
DCE/Ops Approval:	YES 🗌	%0 □	SIGNATURE SIGNATURE
PART II: To be submitted to Responding vendors.	Chief Deputy Co	ounty Executive a	fier Qualifications/Proposals/Contracts are received from
See Aπached Shees Vendor 1.	Quote		Comment
2	*whomeneous wy quantum and a second s	- Deletita	
	The state of the s	•	
1.			And the state of t
OCE/Ops Approval: SSG:RM:p!	YES NO		

Contract ID#: H670008DK



CLPW14000051
Department: Public Works

CF (Capital)

Contract Details

SERVICE: Construction Management Inspection

NIFS ID #: <u>CFPW14000013</u> NIFS Entry Date!//20/14 Term: <u>from 5/5/2014 to 5/4/2016</u>

New Renewal	1) Mandated Program:	Yes 🗌	No 🗵
Amendment 🛛 #1	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗆
Time Extension	3) CSEA Agrat. § 32Compliance Attached:	Yes 🗌	No ⊠
Addl. Funds	4) Vendor Ownership & Mgmt, Disclosure Attached:	Yes 🖂	No _
Blanket Resolution [] RES#	5) Insurance Required	Yes 🛛	№ □
Agency Informa	tion		

Name Lockwood, Kessler and Bartlett, Inc.	Vendor ID# 111-015370
Address	Contact Person
One Aerial Way Syosset, NY 11791	Steven Hanuszek
·	Phone 516-938-0600 Ext. 205

1	Ceunty Department
	Department Contact
İ	Richard Iadevaio, Jr.
	Superintendent of Highway &
	Drainage Construction, NCDPW
	Address
	1194 Prospect Ave.
	Westbury, NY 11590
	Phone
	516-571-6824

Routing Slip

DATE Romania	, protegrama exit	Linguist Valliestian	SIGNATURE	Lega Approva
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	11/19/9	
	DPW (Capital Only)	CF Capital Fund Approval	1/1/19 Kn/ Mill	
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	County Attorney	NIFS Approval	Depley Se 5 le	
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	County Executive	Notarization Filed with Clerk of the Leg.	B49/14 /M	

DOUBLE-SIDED

Contract ID#; H670008DK



CLPW14000051
Department: Public Works

Yes 🗌 | No 🔯

CF (Capital)

Contract Details

New 🗌 Renewal

SERVICE: Construction Management Inspection

NIFS ID #: CFPW14000013 NIFS Entry Date! / Term: from 5/5/2014 to 5/4/2016

1) Mandated Program:

Amendment $\boxtimes \#1$. 2)	2) Comptroller Approval Form Attached:			Yes 🛛 No 🗌	
Time Extension			CSEA Agmt. § 32	Yes No 🗵			
Addl, F	unds 🔲	4)	Vendor Ownershi	Yes 🛛 No 🗌			
Blanket Resolution RES#			Insurance Require	ed		Yes No 🗆	
Ag	gency Informa	tion			1		
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Name			Vendor ID#	2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	Department Co	ntact	
Lockwoo	od, Kessler and Bartlett, Ir	ic.	111-015370		Richard Iadeva		
					Superintendent	t of Highway &	
					Drainage Cons	truction, NCDPW	
Address	}		Contact Person		Address		
One Ae	rial Way		Steven Hanusze	k	1194 Prospect	Ave.	
	NY 11791				Westbury, NY		
. ,	,		Phone		Phone		
			516-938-0600 E	Ext. 205	516-571-6824		
., .,							
_							
to carry revenue	outing Slip	Francisco SA		Sele-Datues	Superior of Superior States		
DATE Re't.	DEPARTMENT		ernal Verification	Appenie Ewg.	SIGNATURE	Leg. Approval Required	
	Department		atry (Dept) opvl (Dept. Head)	1/19/4	1		
	DPW (Capital Only)	CF Cap	ital Fund Approval	1 1/14/19	Hill Charl	Married Forces	
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	Comptroller	NIFS A	pproval			o plant	
County Executive Notarization Filed with C			ation ith Clerk of the Leg.	14/1	4/1/4		



Department: Public Works

Contract Summary

Description: Provide Professional Construction Management Services for Highway/Bridge Construction - Amendment #1
Purpose: The original contract was to provide "On Call" Professional Construction Management/Inspection Services for all construction activities in the Highway/Bridge unit. This amendment is to increase the Maximum Amount by \$500,000.
Method of Procurement: The contractor was previously selected through an open competitive RFP process.
Procurement History: The contractor was selected through an open competitive RFP process. This is the first amendment.
Description of General Provisions: This Amendment is to increase the Maximum Amount proposed in the original agreement by \$500,000.
:
Impact on Funding / Price Analysis: The Maximum Amount in the Original Agreement shall be increased by \$500,000. The maximum amount payable to the contractor is \$1,150,000.
·
Change in Contract from Prior Procurement: The contract Amendment #1 will amend the scope of services to include and increase the Maximum Amount of the Original Agreement by \$500,000.
Recommendation: (approve as submitted)
Advisoment Information

BUDGET CODES		FUNDING SOURCE	AMOUNT
Fund:	CAP	Revenue Contract	XXXXXX
Control:	61	County	
Resp:	587	Federal	\$
Object:	00003	State	\$.
Transaction:	CF	Capital	\$
4		Other	\$
RENEWAL		TOTAL	S-04

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	
Federal	\$
State	\$.
Capital	\$
Other	\$
TOTAI	. 5-04
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LINE	LINE INDEX/OBJECT CODE	
1	PWCAPCAP-61587-00003	\$.01
2		\$
3		\$
4		\$
5		\$.
6		\$
	TOTAL	\$.01

'n		\$500,000.00 (1)		
	Document Prepared By:		Date:	

NIFS Certification	Comptroller Certification	County Executive Approval
Leartily that itis document was accepted into MIFS.	I certify that an unencumbered belance sufficient to cover this contract is present in the appropriation to be oberged,	Name
Name Lie Line	Juny Munuye	Ditte /12/9/14
Date	Diffe 1	E#: /

RULES RESOLUTION NO.3122014

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

RESOLVED, that the Rules Committee of the Nassau County

Legislature authorizes the County Executive to execute the said amendment
to agreement with Lockwood, Kessler & Bartlett, Inc.

RULES RESOLUTION NO. - 2014

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

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

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

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from May 5, 2014 through May 4, 2016 (the "Original Term").

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six Hundred and Fifty Thousand Dollars (\$650,000) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and,

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

- 1. Payment. Section 3(a) Amount of Consideration shall be increased by Five Hundred Thousand Dollars (\$500,000), so that the total Maximum Amount that the County shall pay the Firm as full consideration for Services shall not exceed One Million One Hundred and Fifty Thousand Dollars (\$1,150,000) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.
- 2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

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

Lockwood Kesster and Bartlett, Inc.

By: Seven Hanusul

Title: Exec. V. F.

Date: 10/23/14

NASSAU COUNTY

By:__

Nam

Title: County Executiv

Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
COUNTY OF NASSAU)
On the 23 day of October in the year 2014 before me personally came Steven Hanuszen to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffell, that he or she is the Executive V. P. of Localizated, healer Fartlett, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation. Joan Algios Notary Public, State of New York 01AL6004912 Qualified in County of Nassau Commission Expires 03/30/18
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
COUNTY OF NASSAU)
On theday of in the year 2014 before me personally came to me personally known, who, being by me duly
sworn, did depose and say that he or she resides in the County of; that
he or she is County Executive of the County of Nassau, the municipal corporation
described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau
County.
en en married à la

NOTARY PUBLIC

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Lockwood, Kessler and Bartlett, Inc., One Aerial Way, Syosset, New York 11791 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number H670008DK between the County and the Firm, executed on behalf of the County on May 5, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"):

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

Name: Spence Handsziek

Title: Exec. U.P.

Date: 10/23/14

NASSAU COUNTY

Name: Rickers R. walke

Title: County Executive

Deputy County Executive
Date: 1 1 1 6 1 5

PLEASE EXECUTE IN BLUE INK

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

·	
sworn, did depose and say that he or he or she is the Executive // feorporation described herein and whi	in the year 2014 before me personally me personally known, who, being by me duly she resides in the County of Settork; that of Lockwood Keesler & Butlethe che executed the above instrument; and that he or she hority of the board of directors of said corporation. Joan Algios Notary Public, State of New York 01AL6004912 Qualified in County of Nassau Commission Expires 03/30/18
STATE OF NEW YORK) SS.:	
he or she is County Executive of the described herein and which executed or her name thereto pursuant to Sect	in the year 201D before me personally me personally known, who, being by me duly she resides in the County of (a); that County of Nassau, the municipal corporation I the above instrument; and that he or she signed his ion 205 of the County Government Law of Nassau
. County.	cella a Betrucci
NOTARY PUBLIC	CONCETTA A DETALLOCI Tolary Public, State of New York

CONCETTA A METALICCI
Notary Public, State of New York
No. 01PERSSESS
Cualified in Massau County
Commission Expires April 02, 20/2

APPENDIX "L"

Certificate of Compliance

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

1.	The chief executive officer of the Contractor is:	
	Andre Haddad	(Name)
		(Address)
	516-938-0600	(Telephone Number)
2.	The Contractor agrees to either (1) comply with the requivage Law or (2) as applicable, obtain a waiver of the region of the Law. In the event that the contractor does not ecotain a waiver of the requirements of the Law, and such of the Department that at the time of execution of this agit would receive such waiver based on the Law and Rule agree to terminate the contract without imposing costs of	quirements of the Law pursuant to section imply with the requirements of the Law or a contractor establishes to the satisfaction preement, it had a reasonable certainty that is pertaining to waivers, the County will
3.	In the past five years, Contractor has X has a agency to have violated federal, state, or local laws regurelations, or occupational safety and health. If a violation describe below:	lating payment of wages or benefits, labor
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4.	In the past five years, an administrative proceeding, invigidicial action has X has not been commence connection with federal, state, or local laws regulating prelations, or occupational safety and health. If such a precommenced, describe below:	ed against or relating to the Contractor in asyment of wages or benefits, labor

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	No. 10 Co. 10 Co	- All-Commissioned
	AND THE SECOND AND ASSESSMENT OF THE SECOND AND ASSESSMENT OF THE SECOND ASSESSMENT OF THE SECON	
	1.00	and the state of t
5.	Contractor agrees to permit access t representatives for the purpose of m investigating employee complaints	o work sites and relevant payroll records by authorized County conforing compliance with the Living Wage Law and of noncompliance.
true, co	y certify that I have read the foregoing creet and complete. Any statement of e stated below.	g statement and, to the best of my knowledge and belief, it is r representation made herein shall be accurate and true as of
use usin	stated oolew.	De a
	10/25/14	Maddah
Dated	1231,4	Signature of Chief Executive Officer
TMGG		Signature of Child Divocative Children
		6
		Andre Haddad Name of Chief Executive Officer
		Mame of Culot Excelling Officer
Quare	to before me this	
	A MARIN .	Joan Algios
2310	day of (htoher, 2014	Notary Public, State of New York 01AL6004912
0		Qualified in County of Nassau Countries 03/30/ / F?

Notary Public

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

1.	Name of Figure Alemico Development Corporation					
	Address:	One Aerial Wa	One Aerial Way			
				Zip Codo 11791		
2.		dentification Number: _				
3.	Type of Busines	Public Cor		sipSole Proprietorship		
4.	all corporate off necessary)	icers, all parties of Joint	ventures, and all member	ving on the Board of Directors or comp s and officers of Limited Liability Corr	parable body, all partners and limited partners panies (attach additional sheet (s) if	
	'Andre	Haddad	Preside	ent & CEO		
	Steve	n Hanuszek	Exec. \	/.P. & Secretary		
	c	10 C - 1/2 11 E E 11				
5:	shareholders/par sheet (s) if neces	owned by Lock	Publicly held Corporation Wood, Kessler &	k Bartlett, Inc.	an individual, list the individual completing this section) (attach additional	
6,	List all affiliated	d and related companies a	and their relationship to t	1	if none enter "None" 1 (* include a connect	
	None)				
7.	or executing cor own knowledge	itracts. The undersigned , true.	signed by a principal of the affirms and so swears the	ne Consultant, Contractor or Vendor au at he/she has read and understood the fo	chorized as signator of the firm for the purpos pregoing statements and they are, to his/her	
Da	ated:	123/14	Signed:	Sofower Ha	nuight	
			Print Name:	Steven Hanuszek		
			Title;	Exec. Vice President		

	Name of Firm:	LKB Environmental Se	ervices, inc	
	Address:	One Aerial Way		
	City and State;	Syosset, New York	· · · · · · · · · · · · · · · · · · ·	Zip Code 11791
2.	Firm's Vendor I	Identification Number: 16-084	7122	
3.	Type of Busines	Public Corp.		Sole ProprietorshipJoint Venture sely Held CorpOther (specify)
4.	List names and all corporate of necessary)	address of all principals; that is, all i	individuals servin	g on the Board of Directors or comparable body, all partners and limited partners, and officers of Limited Liability Companies (attach additional sheet (s) if
	Andre	Haddad	President	
	Steve	n Hanuszek	Exec. V.P	. & Secretary
5.	shareholders/pa sheet (s) if neor 100%	and address of all shareholders, mem artners/members. (* If a Publicly he assary). 6 owned by Lockwood,	ibers, or partners eld Corporation in Kessler &	of the firm. If the shareholder is not an individual, list the individual nelude a copy of 10K form in lieu of completing this section) (attach additional Bartlett, Inc.
6.	List all affiliat disclosure for	ed and related companies and their r n for each affiliated or subsidiary co	elationship to the	firm entered on line 1 (one) above [if none, enter "None"] (* include a separate (attach additional sheet (s) if necessary).
7.	of executing c own knowleds	ontracts. The undersigned affirms a ge, true.	a principal of the	Consultant, Contractor or Vendor authorized as signator of the firm for the purpos the/she has read and understood the foregoing statements and they are, to his/her
Ū)ated: /2/	23/14	Signed:	John Hinsenger
			Print Name:	Steven Hanuszek
			Title:	Exec. Vice President

Į.	Name of Firm: LNB Mapping III.					
	City and State: _	Syosset, New Y	ork	Zip C	ode 11791	
2.	Firm's Vendor I	dentification Number:5	4-0841793			
3.	Type of Business		`			
				p Sole Proprietorship		
		Ltd Liability (Company C	losely Held Corp.	Other (specify)	
4.	List names and a all corporate offi necessary)	address of all principals; that icers, all parties of Joint ver	at is, all individuals serv ntures, and all members	ing on the Board of Directors or compa and officers of Limited Liability Comp	rable body, all partners and limited partners, anies (attach additional sheet (s) if	
		e Haddad		ent & CEO		
	Steve	en Hanuszek	Exec. \	/.P. & Secretary		
			· · · · · · · · · · · · · · · · · · ·	- Who was a superior of the su	,	
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		DHRAF Sumi		MAISTANI		
5.	shareholders/par sheet (s) if neces	tners/members. (* If a Pu	blicly held Corporation	Doublast han	ompleting this section) (attach additional	
				The state of the s		
				THE CONTRACTOR OF THE CONTRACT		
				NAME OF TAXABLE OF TAX		
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6.		d and related companies and for each affiliated or subsid		ne firm entered on line 1 (one) above [if (attach additional sheet (s) if necessar	none, enter "None"] (* include a separatery).	
	None)				
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7.	VERIFICATIO of executing cor own knowledge	ntracts. The undersigned a	gued by a principal of th ffirms and so swears tha	e Consultant, Contractor or Vendor auth at he/she has read and understood the fo	norized as signator of the firm for the purpose regoing statements and they are, to his/her	
D	ated:	10/23/14	Signed:	January MARAZE	egah	
				Steven Hanuszek	- John Committee of the	
					Approximate and some state of the state of t	
		•	Title:	Exec. Vice President		

<u>Lockwood, Kessler & Bartlett, Inc.</u> <u>List of Corporate Officers and Directors</u>

Andre Haddad *

President & Chief Executive Officer

Steven Hanuszek *

Vice President - Construction

Marian Wypyski *

* Denotes Director

1.	Name of Firm:	Lockwood, Kessler & Bartle	ett, Inc.	
	Address:	One Aerial Way		
	City and State:	Syosset, New York	Zi	Code 11791
2.	Firm's Vendor I	dentification Number: 11-1015370		William and the state of the st
3.	Type of Busines	s: Public Corp. Part	tnershipSole Proprietorship	Joint Venture
	•	Ltd Liability Company X	Closely Held Corp.	Other (specify)
4.	all corporate off necessary) See /	icers, all parties of Joint ventures, and all me	unbers and officers of Limited Liability Co	· · · · · · · · · · · · · · · · · · ·
5.	shareholders/pa sheet (s) if nece 100%	nd address of all shareholders, members, or printers/members. (* If a Publicly held Corpo	oration include a copy of 10K form in lieu of the prises of New York, Inc. whi	ot an individual, list the individual f completing this section) (attach additional
6.	List all affiliate			[if none, enter "None"] (* include a separate
wa-nu	White contract of the contract	sidiaries:	(anach nountional sheet (s) if neces	ssary).
	- Jub:	Alemco Development	Cornoration	
PAGE		LKB Environmental Se		
		LKB Mapping, Inc.		
7.	VERIFICATION of executing continuous contractions of the contraction o	ntracts. The undersigned affirms and so swe	al of the Consultant, Contractor or Vendor a cars that he/she has read and understood the	authorized as signator of the firm for the purpose foregoing statements and they are, to his/her
D	ated:	23/14 Signed:	Januar Han	uszek
		Print N	_{ame:} Steven Hanuszek	
		Title:	Exec. Vice President	

LKB Group, LLC

Andre Haddad

Chairman of Managers

Raymond Wegener

Member

Marlan Wypyski

Manager

Steven Hanuszek

Manager

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

(C1+1+ C111+2-)	turreuren.
CONTRACTOR NAME: Lockwood, Kess	ler and Bartlett, Inc.
CONTRACTOR ADDRESS: One Aerial V	Vay, Syosset, NY 11791
FEDERAL TAX ID #: <u>111-015370</u>	
<u>Instructions:</u> Please check the appropria roman numerals, and provide all the requ	
I. □ The contract was awarded to the lower for sealed bids. The contract was awarded in[date]. The sealed bids were publicly opened on	after a request for sealed bids was published
[date]. The sealed bids were publicly opened on sealed bids were received and opened.	[date][#] of
[date]. Potential proposers were made aware of the	est for proposals was issued onavailability of the RFP by
copies of the RFP. Proposals were due on received and evaluated. The of:	ing, etc.][#] of potential proposers requested[date][#] proposals were evaluation committee consisted
	Dist manhand The annual distance of the state of the stat

III. I This The contrac amendment.	III. ☑ This is a renewal, extension or amendment of an existing contract. The contractor was selected through an open competitive RFP process. This is the first amendment.				
proposals	rsuant to Executive Order No. 1 of 1993, as amended, at least three were solicited and received. The attached memorandum from the it head describes the proposals received, along with the cost of each				
□ A. T	he contract has been awarded to the proposer offering the lowest cost proposal; OR:				
contr delin	the attached memorandum contains a detailed explanation as to the reason(s) why the act was awarded to other than the lowest-cost proposer. The attachment includes a specific eation of the unique skills and experience, the specific reasons why a proposal is deemed rior, and/or why the proposer has been judged to be able to perform more quickly than other osers.				
memoran	rsuant to Executive Order No. 1 of 1993 as amended, the attached dum from the department head explains why the department did not least three proposals.				
subn sole obta awai prop	There are only one or two providers of the services sought or less than three providers nitted proposals. The memorandum describes how the contractor was determined to be the source provider of the personal service needed or explains why only two proposals could be ined. If two proposals were obtained, the memorandum explains that the contract was raided to the lowest cost proposer, or why the selected proposer offered the higher quality to solve the proposer's unique and special experience, skill, or expertise, or its availability to form in the most immediate and timely manner.				
fede	The memorandum explains that the contractor's selection was dictated by the terms of a trail or New York State grant, by legislation or by a court order. (Copies of the relevant terms are attached).				
toat	Pursuant to General Municipal Law Section 104, the department is purchasing the services aired through a New York State Office of General Services contract, and the attached memorandum explains how the purchase is ain the scope of the terms of that contract.				
	Pursuant to General Municipal Law Section 119-0, the department is purchasing the service uired through an inter-municipal agreement.				

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

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

VII.

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

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

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

Department Head Signature

Date

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

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

CF (Capital)





Contract Details

SERVICE Construction Management/ Inspection Term: from Execution to 24 Months NIFS Entry Date:___ NIFS ID #: __ No X 1) Mandated Program: Yes 🔲 New X Renewal 2) Comptroller Approval Form Attached: Yes X No 🗍 Amendment No 🔲 Time Extension CSEA Agmt. § 32 Compliance Attached: Yes X 4) Vendor Ownership & Mgmt. Disclosure Attached: Yes X No 🗌 Addl. Funds Blanket Resolution Yes Xi 5) Insurance Required No [__] RES# **Agency Information** Vendor County Department Department Contact Vendor ID# 111-015370 Name Richard Indevaio, Jr., Superintendent of highway & Lockwood, Kessler and Bartlett, Inc. Drainage Construction, NCDPW Address Address Contact Person 1194 prospect Ave, Westbury, NY 11590 One Aerial Way Steven Hanuszek Syosset, NY, 11791 Phone Phone 516 938 0600 ext. 205 \$16 571 6824 **Routing Slip** DATE DATE Rec'd. Leg. Approval Appy'd& SIGNATURE Internal Verification DEPARTMENT Required NIFS Entry (Dept) Department NIFS Appvl (Dept. Head) CF Capital Fund Approval DPW (Capital Only) Yes No Not required if OMB NIFS Approval Blanket Res CA RE & Insurance County Attorney Verification Yes No 🗆 CA Approval as to form County Attorney Fw'd Original Contract to Legislative Affairs CARules 🔲/ Leg. 🔲 County Attorney NIFS Approval SB 4 14 14 NIFS Approval Comptroller

County Executive

Notarization

Filed with Clerk of the Leg.



Department: Public Works

Contract Summary

Description:	: Provide Profess	ional Construction Management	Scrylces for Highway	Bridge constru	ction.	
Purpose: Ap Inspection S Construction	pproval of a Pers Services for all co n Inspectors, Sch	onal Services Agreement with Lo nstruction activities in the Highw	ckwood, Kessler and I ay/ Bridge unit, These urvey Parties, and Ry	Bartlett, Inc. to e services may in	provide "On Call" Professional Construc- celude providing Resident Engineers, Fic	11000 -
	rocurement; ion- based rating	and ranking system of technical	and cost proposal in a	ecordance with	standard DPW procedures.	
Procuremen	t History: The C	ontract was entered into after a v	vritten request for pro	posal was issue	d on July 29, 2013. Potential proposers w	vere made aware of
proposals we Chief Deput Superintend requested th Managemen Description	ore received and ty Commissioner, lent of Highway a lat the twelve big d/Inspection tast of General Provi	y puncation in Newsday and the evaluated. A selection Committee, Rakhal Maitra, P. E., Deputy C and Drainage Construction, The diest ranking firms to submit a Bi ks as it provided to the best value	Nassau County eProce was formed to evaluate ommissioner, Brian J. committee met on Sepiest And Final Offer (B. to the County. For an	arement web slinte each proposa Schneider, Ass tember 3, 2013 i AFO). From the ore information	te. Proposals were due on Angust 23, 201 al. Members of the Committee include Ri istant to Deputy Commissioner and Rich to discuss and score proposals. The Come e BAFO, selected twelve firms to perforn , please refer to the attached RTI part I	13. Eighteen (18) ichard P Millet, uard ladevaio, Jr, mittee subsequently
Funding for	unding / Price A services to be pr to extend the agr	ovided under this agreement will	come from various Cand has a maximum j	apital Projects. payment limitat	This agreement will expire 24 months all ion of Six Hundred Fifty Thousand (650,	ter its execution with ,000.00) dollars.
Change in C N/A	ontract from Pri	or Procurement:				
Recommend	ation: (approve:	as submitted)			416.4	
\dvise	ment In	formation				
BUDGET	CODES	FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue Contract	XXXXXXX	1	PWCADCAD-61597 00003	40.01

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
I	PWCAPCAP-61587-00003	\$0.01
2	1.	\$
3	1-4 (3/4/1)	\$
4	C. vindo	\$
5		\$
6		\$
	TOTAL	\$0.01

RENEWAL		
% Increase	, , , , , , , , , , , , , , , , , , ,	
% Decrease		

Document Prepared By:	D-4	
-4	Date:	

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	l certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name A
Name	Ste J Lebrick	Date //////
Date	Date 4/16/14	(For Office Use Only)

RULES RESOLUTION NO. 67-2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE

TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN

THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE

DEPARTMENT OF PUBLIC WORKS, AND LOCKWOOD, KESSLER &

BARTLETT, INC.

Passed by the Rules Committee

Nassan County Legislature

By Voice Vote on 3-24-14
VOTING:
syst 7 nayes 0 abstained 0 recused 6
Legislators present: 7

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

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

RULES RESOLUTION NO. - 2014

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

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Lockwood, Kessler & Bartlett, Inc.

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Lockwood, Kessier & Bartlett, Inc,
CONTRACTOR ADDRESS: One Aerial Way, Syosset, N Y 11791
FEDERAL TAX ID #111-015370
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 on The sealed bids were publicly opened on,(#) 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 July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) 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
[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

	r	equire	d th	rou	igh an int	er-municipa	al agreemen	t.	·	•		•			
VI.		This	is	a	human	services	contract	with	a no	t-for-j	profit	agency	for	which	a
com	pef	titive	pr	oc	ess has i	not been	initiated.	Attach	ed is a	. memo	randum	that expl	ains :	the reaso	ns
for e	nter	ring in	ito 1	his	contract	without co	nducting a c	compet	itive pr	ocess.	and det	ails when	the	departme	ent

D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

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.

<u>In addition</u>, 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

Data

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

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

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

PARTI: Approva	by the Deputy (lounty Executive f	or Operations must b	e obtained prior to <u>Al</u>	NY RFQ/RFP/RFBC
]RFQ	RFP	☐ RFBC	In-House	Work Order
Project No. :	H670008D			Project Title:	On Call Construction Management Services, Highway/Bridge
Department: Pub	lic Works		D ₂	te: July 18, 2013	
Service Requeste inspectors, sched related engineerin requested.	uimg services,	cost estimating	i services, field sir	rvav sarvices nre-l	ents with firm to provide resident engineers bid constructability reviews, and construction of up to six (6) "On-Call" Agreements may be
menesconemy. I	1120-EO -0211	U.VI BETVICE A	ential in order to e greements will Allo manage their const	tw DPW's Environm	lelivered on time, within budget, and is of the mental Construction Group to supplement thei
Requested by: Ri Department Ager	ichard Iadevaio acy/Office, DP	, Jr., Superintend W, Engineering	lent of Highway an -Civil/Site Constru	d Drainage Constru action Management	ection
Project Cost for th	is Phase: \$1,50	0,000.00 per Ag	reement		
Total Project Cost Includes, engineer		,000.00 otion manageme	ent	Date RFP Du	e: August 23, 2013
Capital Funding A	-	YES□	ио 🗆	Planture SIGNATURE	Mill
Funding Allocatio See Attached Shee	n (Project/subc et if multiyear	bject):		by son	wate RTLS
Department Head	Approval:	YES 🏋	7.0 🗇 🔾	SIGNA	TURE
DCE/Ops Approve	al:	YES 🗌	хо 🗌	Algna Algna	TURE
PART II: To be a Responding vend	submitted to C ors.	hief Deputy Co	unty Executive at	ter Qualifications/	Proposals/Contracts are received from
See Amached Shee Vendor 1.	:	Quote		Comment	
2		- Charles and the control of the con			
4 7.					
					:
OCE/Ops Approva		YES NO			

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

FROM:

Department of Public Works

DATE:

November 20, 2013

SUBJECT:

Request to Initiate (an RFP) - Part II

"On Call" Construction Management Services: Highway/Bridge Construction

Selection of Firms for Professional Construction Management Services

RFP No. PW-H670008D

This Department intends to procure Professional Construction Management Services for "On Call" construction management services to the Department's Construction Management Unit: Highway/Bridge Construction Group. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of Contractor Claims, Pre-Bid Constructability Reviews, Utility Mark Out, Soil Boring/Investigation, Material Testing and other construction related engineering/support services for various Highway and Bridge related projects, as authorized by the Department.

On July 29, 2013, the Department issued a Request for Proposals (the "RFP"), Notice of the RFP was published in Newsday and was made available on the County's website. On August 23, 2013, proposals from eighteen (18) firms were received.

A Selection Committee was formed to evaluate each proposal. Members of the Committee included: Richard P. Millet, Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr., Superintendent of Highways and Drainage Construction. The Committee met on September 3, 2013, to discuss and score proposals. The Committee subsequently requested that the twelve highest-ranking firms, HAKS, Lockwood, Kessler & Bartlett, Inc. (LKB), LiRo Engineers, Inc., (LiRo), Gibbons, Esposito & Boyce Engineers, P.C., (GEB), Tectonic, Greenman-Pederson, Inc., (GPI), Cashin Associates, P.C., (Cashin), Savin Engineers, P.C., (Savin), L.K. McLean Associates, P.C., (LKMA), Cameron Engineering & Associates, L.L.P., (Cameron), de Bruin and The RBA Group, (RBA) submit a Best and Final Offer (BAFO). The ranking of each firm by technical proposal score is provided below. To be noted, the table reflects LKMA's, LKB's, Tectonic's GPI's and Cameron's BAFO.

	Best and Final					
Construction	Technical	Offer	Cost			
Management Firm	Ranking	(BAFO)	Ranking			
HAKS	1	\$ 937,470.00	11			
LKB	1	5 922,750.00	13			
LiRo	3	\$ 843,581.25	5			
GEB	4	\$ 896,300.00	7			
Tectonic	5	\$ 936,550.00	16			
GPI	6	\$ 893,959.00	8			
Cashin	7	\$ 837,481.25	3			
Savin	8	S 894,575.00	6			
LKMA	9	\$ 836,187,50	4			
deBruin [10	\$ 934,250.00	19			
Cameron !	10	S 928,764.50	12			
<u>RBA</u>	<u>12</u>	<u>S 910.200.50</u>	2			
D&B	13	S 985,747.00	15			
Gedeon	I4	S 1,I11,118.II	17			
Haider	15	S 949,115.00	14			
Field Assoc.	16	S 662,360.00	1			
O'Connor Petito	17	Non-Responsive	0			
Vertex	18	\$ 801,250.00	2			

Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

November 20, 2013

Page two

SUBJECT: Request to Initiate (an RFP)-Part II

"On Call" Construction Management Services: Highway/Bridge Construction Selection of Firms for Professional Construction Management Services

RFP No. PW-H670008D

As shown above, HAKS, LKB, LiRo, GEB, Tectonic, GPI, Cashin, Savin, LKMA, deBruin, Cameron and RBA scored the highest twelve (12) technical proposals, all above 80%. However, LKB and Tectonic did not submit the highest-ranked cost proposals (lowest cost), as seen in the table above. As such, the Committee negotiated with LKB and Tectonic. Negotiations successfully reduced the LKB's BAFO from \$940,000 to \$922,750 and the Tectonic BAFO from \$1,032,800 to \$936,550. Furthermore, LKMA, Tectonic and Cameron had proposed multipliers that exceeded 2.3. The Committee negotiated with these firms and successfully reduced LKMA's multiplier for the Scheduler from 2.5 to 2.25; Tectonic's multiplier from 2.4 to 2.3 and Cameron's multiplier for all staff to 2.3. The BAFO's and negotiations resulted in a total savings of nearly \$135,730 compared to the original cost proposals.

In its professional judgment, the Committee selected the twelve (12) firms that will provide the greatest value to the County. All selected firms provided in its proposal evidence of having sufficient experience and expertise to successfully carry out required construction management tasks.

Funding for the aforementioned professional services is available under various Capital Projects in the Capital Plan.

In accordance with County procedural guidelines, CSEA has been notified of this proposed agreement (ref. Letter to CSEA, dated July 39, 2013).

Please signify your approval or disapproval of the foregoing by signing the appropriate column below. Please return a copy of this memo subsequent to it being signed. Thank you.

Remard P. Millet

Chief Deputy Commissioner

SSG:RM:pl

: Shila Shah-Gavnoudias, Commissioner

Jane Houdek, Attorney for Department of Public Works

Raknal Maitra, Deputy Commissioner

Kenneth G. Arnold, Assistent to Commissioner

Brian J. Schneider, Assistant to Deputy Commissioner

Richard Iadevalo Jr., Superintendent of Highways and Drainage Construction

Loretta Dionisio, Hydrogeologist II

Saji Varughese, Construction Inspector II

APPROVED:

DISAPPROVED:

Richard R. Walker

Date

Richard R. Walker

Date

Chief Deputy County Executive

Chief Deputy County Executive

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Civil Service Employees Association, Nassau Local 830

Ronald Gurrieri, Executive Vice President

FROM:

Department of Public Works

DATE:

July 30, 2013

SUBJECT:

CSEA Notification of a Proposed DPW Contract

Requirements Contract

Proposed Contract No: H670008D

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:

Three (3) "On-Call" Construction Management Service Agreements for DPW's Highway/Bridge Construction Group

2. The work involves the following:

> Provide resident engineers, inspectors, schedulers, cost estimators, field survey parties, evaluation of construction claims, pre-bid constructability reviews, and construction related engineering services on an as-needed basis for the various construction projects managed by the DPW's Construction Management Unit Highway/Bridge Construction Group.

3. An estimate of the cost is: \$1,500,000.00/Agreement

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 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9557.

Kenneth G. Arnold

Assistant to Commissioner

half del

KGA:WSN:RM:lv

Allison Hertling, Deputy Director, Office of Labor Relations

Robert Cancellieri, Deputy Director, Office of Lebor Relations

Rakhal Maitra, Deputy Commissioner

William S. Nimmo, Deoury Commissioner

Patricia Kivo, Unit Head, Human Resources Unit

Richard Iadevaio Jr., Superintendent of Highway & Drainage Construction

Jonathan Lesman, Management Analyst II



1.	Name of Firm:	LKB Environmental Se	ervices, l	Inc.					
	Address:	One Aerial Way							
	City and State: _	Syosset, New York							
2.	Firm's Vendor J	Identification Number: 16-0847	122						
3.	Type of Busines	es: Public Corp.	Partnersl	hip	Sole Propriet	orship	Joint Venture		
		Ltd Liability Company	<u> X</u>	Closely H	eld Corp.		_Other (specify)		
4.	List names and a all corporate off necessary)	address of all principals; that is, all in icers, all parties of Joint ventures, an	idividuals sei d all membei	rving on the	ne Board of Director cers of Limited Liab	s or comparable oility Companie	e body, all partners s (attach additiona	s and limited partners, I sheet (s) if	
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5.	shareholders/par sheet (s) if neces	nd address of all shareholders, memb rtners/members. (* If a Publicly helessary). owned by Lockwood, P	d Corporation	n include :	a copy of 10K form	in lieu of comp	leting this section) (attach additional	
_	100 70	Owned by Lockwood, I			GIL, IIIO.				
									
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				·	W-WW				
6.	List all affiliated disclosure form	d and related companies and their related for each affiliated or subsidiary com	pany)	(attach	additional sheet (s)	if necessary).		(* include a separate	
_	None	3				,			
_									
_									
7,	VERIFICATIO of executing cor own knowledge	N: This section must be signed by a partners. The undersigned affirms and	principal of t	he Consul	tant, Contractor or V	/endor authoriz	ed as signator of th	ne firm for the numose	
D	ated:	8/2014 s	igned:	·	Master	ts-			
	·	P	ے rint Name'	Anc	Ire Haddad				
		Т	itle:	Pre	sident & CEC)			

I.	Name of Firm:_	Alemco Development (Corporati	ion	
	Address:	One Aerial Way	- Landen Della Control		
	City and State: _	Syosset, New York			Zip Code 11791
2.	Firm's Vendor I	dentification Number: 13-2571	477		
3.	Type of Busines		Partnersh	ipSole Propr	ietorshíp Joint Venture
		Ltd Liability Company	X c	Closely Held Corp.	Other (specify)
4.	List names and a all corporate off necessary)	address of all principals; that is, all in icers, all parties of Joint ventures, and	dividuals serv l all members	ving on the Board of Directs and officers of Limited L	stors or comparable body, all partners and limited partners, iability Companies (attach additional sheet (s) if
		e Haddad		ent & CEO	
	Steve	n Hanuszek	Exec. V	.P. & Secretary	
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5.	shareholders/pa sheet (s) if nece	rtners/members. (* If a Publicly heldssary).	d Corporation	include a copy of 10K fo	cholder is not an individual, list the individual rm in lieu of completing this section) (attach additional
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6.	List all affiliate		ationship to t	he firm entered on line 1 (one) above [if none, enter "None"] (* include a separate t (s) if necessary).
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7.		ontracts. The undersigned affirms and			or Vendor authorized as signator of the firm for the purpos derstood the foregoing statements and they are, to his/her
	pated: //2	8/2011		1 phase	1 8
Ľ	ated:	S	igned:	The second second	
		1	rint Name	Andre Haddad	
		,	V7. 1	Prosident & C	

l.	Name of Firm:	Lockwood, Kessier & Bartlett,	inc.
	Address:	One Aerial Way	
	City and State:		Zip Code 11791
2.		Identification Number: 11-1015370	
3.	Type of Busines	ss:	rip Sole Proprietorship Joint Venture
			Closely Held Corp. Other (specify)
		Eta Liability Company	Other (specify)
4.	List names and all corporate off necessary)	address of all principals; that is, all individuals ser ficers, all parties of Joint ventures, and all member	ving on the Board of Directors or comparable body, all partners and limited partners. s and officers of Limited Liability Companies (attach additional sheet (s) if
	See A	Attached List	
		- Last -	
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_			700
5.		rtners/members. (* If a Publicly held Corporation	ers of the firm. If the shareholder is not an individual, list the individual include a copy of 10K form in lieu of completing this section) (attach additional
	100%	owned by Lockwood Enterprise	es of New York, Inc. which in turn is
	100%	owned by LKB Group, LLC a N	Y Limited Liability Company.
_			
_			
_			
6.	List all affiliate disclosure form	ed and related companies and their relationship to to for each affiliated or subsidiary company)	the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate (attach additional sheet (s) if necessary).
_	Sub	sidiaries:	
		Alemco Development Cor	
_		LKB Environmental Servi	ces, Inc.
_		LKB Mapping, Inc.	
7.		ontracts. The undersigned affirms and so swears th	he Consultant, Contractor or Vendor authorized as signator of the firm for the purpose at he/she has read and understood the foregoing statements and they are, to his/her
	_	·	
D	ated:	/27 /2014 Signed:	And the state of t
		Print Name	Andre Haddad
		Title:	President & CEO

1.	Name of Firm: LKB Mapping I	nc.	M + 1-1-1-1		
	Address: One Aerial Way	у			
	City and State: Syosset, New	York		Lip Code 11791	
2.	Firm's Vendor Identification Number;	54-0841793		——————————————————————————————————————	
3.	Type of Business:		ip Sole Proprietorship	Joint Venture	
	Ltd Liabilit	y Company X	Closely Held Corp.	Other (specify)	
4.	List names and address of all principals; all corporate officers, all parties of Joint necessary)	that is, all individuals serv ventures, and all members	ving on the Board of Directors or co and officers of Limited Liability C	omparable body, all partners and limited propagation of the companies (attach additional sheet (s) if	artners.
	Andre Haddad		ent & CEO	- <u>V</u>	
	Steven Hanuszek	Exec. \	V.P. & Secretary		
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			W Assatis		
5.	List all names and address of all shareho shareholders/partners/members, (* [f a sheet (s) if necessary).			not an individual, list the individual of completing this section) (attach addit	ional
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6.	List all affiliated and related companies disclosure form for each affiliated or sub		ne firm entered on line 1 (one) abov (attach additional sheet (s) if neo		separate
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7.				or authorized as signator of the firm for the he foregoing statements and they are, to hi	
יו	Dated: 1/28/2014	Signed:	Morellas.		!
L	, , , , , , , , , , , , , , , , , , , ,	• —	Andre Haddad		:
			President & CEO		-
		Title:	LIGOLUGIIL OX OLO	· · · · · · · · · · · · · · · · · · ·	

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

Andre Haddad *

President & Chief Executive Officer

Vice President - Construction

Sylvester Celebrini

Marian Wypyski *

Vice President-Survey & Mapping

* Denotes Director

LKB Group, LLC

Andre Haddad

Chairman of Managers

Raymond Wegener

Member

Marian Wypyski

Manager

Steven Hanuszek

Manager



COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS

1194 PROSPECT AVENUE WESTBURY, NEW YORK 11590-2723

CONTRACT FOR SERVICES

"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES:

CIVIL/SITE CONSTRUCTION MANAGEMENT GROUP

AGREEMENT NO. H670008DK

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) Lockwood, Kessler & Bartlett, Inc, having its principal office at One Aerial Way, Syosset, NY 11791, (the "Firm").

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. <u>Term.</u> This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.
 - 2. Services, Extra Services and Reimbursable Expenses
 - (a) The services to be provided by the Firm under this Agreement consist of "On-Call" Page 1 of 21

Construction Management Services: Civil/ Site Construction Management Group. 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 Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Exhibit A, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.
- (c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:
- (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.
 - (2) Testing Laboratory Services.
 - (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
 - (4) Final models, photographs, renderings, and Laser Scanning as requested by the County.
 - (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.
 - (6) Other comparable expenses as approved by the County.

Payment.

- (a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed six hundred fifty thousand (\$650,000.00) dollars.
- (b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

- (d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.
- (e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.
- (f) Payments Relating to Services Rendered by Sub consultants. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by Sub-consultants in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

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. <u>Independent Contractor.</u> 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 "<u>Firm Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" 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. <u>No Arrears or Default.</u> The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

- (a) <u>Generally.</u> The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:
 - (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems

appropriate.

- (d) <u>Protection of Client Information</u>. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.
 - 8. <u>Minimum Service Standards</u>. Regardless of whether required by Law:
- (a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
 - 9. Indemnification; Defense; Cooperation.
 - (a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.
 - (b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
 - (c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.
 - (d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.
 - (e) The provisions of this Section shall survive the termination of this Agreement.
 - 10. Insurance.
 - (a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in

compliance with the New York State Workers' Compensation Law, and (<u>iv</u>) such additional insurance and/or increases in coverage amounts for the insurance required by this paragraph, as the County may from time to time specify.

- (b) <u>Acceptability: Deductibles: Subconsultants.</u> All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any Subconsultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.
- (c) <u>Delivery</u>; <u>Coverage Change</u>; <u>No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 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) <u>Generally</u>. This Agreement may be terminated (!) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

- (b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (j) 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) <u>Firm Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions

reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

- 13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 14. <u>Limitations on Actions and Special Proceedings against the County.</u> 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 (j) 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) <u>Time Limitation</u>. 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. <u>Work Performance Liability</u>. 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 walve 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. <u>Section and Other Headings</u>. 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. <u>Entire Agreement.</u> 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. <u>Administrative Service Charge</u>. The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. <u>Joint Venture</u>.

- (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.
- 22. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. 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) <u>Availability of Funds</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or

otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally lefty blank}

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

By: Thum Hanus ok
Name: STEVEN HANNSZEK

Title: EXEC U P.

Date: 1/27/14

NASSAU COUNTY

Name: County Executive

Deputy County Executive

Date: 5 5 14

PLEASE EXECUTE IN BLUE INK

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

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the 27^{th} day of $\underline{January}$ in the year $20/\underline{H}$ before me personally came \underline{Skvin} $\underline{Hanuszelk}$ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of $\underline{Su-Folk}$; that he or she is the $\underline{Exec. Vice President}$ of $\underline{Lockwed, Kesskr & Bartlett, Zrx.}$, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.
NOTARY PUBLIC SHARON FRISINA Notary Public, State of New York No. 01FR6200961 Qualified in Suffolk County Commission Expires Dec. 29, 20 LT
STATE OF NEW YORK)
)ss.; COUNTY OF NASSAU)
in the year 20 before me personally came Killian described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.
CONCETTA A PETRIUCUI Rotary Pubits, State of New York No. 01 PETRESSO26 Qualified in Manager County Commission Expires April 02, 20 L

EXHIBIT "A"

DETAILED SCOPE OF SERVICES

On-Call Civil/ Site Construction Management Services

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call Civil/ Site Construction Management services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Civil/ Site Construction Management Group including, but not limited to, the furnishing of resident engineers, construction inspectors, scheduling services, cost estimating services, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, Utility Mark outs, Soil boring/ investigation, Material Testing and other construction related engineering/ Supported services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

- a) Task Order Issuance and Submission of Proposal in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:
- 1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and
- 2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.
- (b) Department review of Proposal and Cost Proposal:

- 1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.
- 2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

EXHIBIT "B"

PAYMENT SCHEDULE

On-Call Civil/Site Construction Management Services

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

Services

A. Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and thirty hundredths (2.30). The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

B. Subconsultants and Special Consultants

Subconsultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Subconsultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Subconsultant or Special Consultant.

The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Fifty (\$150) dollars per hour.

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE

<u>Position</u>	Hourly Base Rate
Resident Engineer, N-IV	\$55.00
Office Engineer, N-III	\$45.00
Construction Inspector, N-III	\$43.00
Construction Inspector, N-II	\$32.00
CPM Scheduler	\$60.00

EXHIBIT "EE"

Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Firm shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Firm will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Firm shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Firm's obligations herein.
- (c) The Firm shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Firm shall make best efforts to solicit active participation by certified minority or womenowned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Firm shall, in its advertisements and solicitations for Subconsultants, indicate its interest in receiving bids from Certified MWBEs and the requirement that Subconsultants must be equal opportunity employers.
- (f) Firms must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subconsultants so that, to the greatest extent feasible, all Subconsultants will be approved prior to commencement of work. Any additions or changes to the list of Subconsultants under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subconsultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Subconsultant approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Firm must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Firm must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified MWBEs.
- (k) A Firm shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as MWBE compliant or considered breach of the County Contract.
- (I) The Firm shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Firm has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the 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 mall return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subconsultant and shall complete all forms provided by the Executive Director or the Department Head relating to Subconsultant utilization and efforts to obtain MWBE participation.

Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited MWBEs whom the County Firm reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Firm welcomed bids and quotes from MWBE Subconsultants. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Firm's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for MWBE Subconsultants to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from MWBEs is suggested to be included with the Best Effort Documentation

- Proof or affidavit of follow-up of telephone calls with potential MWBE Subconsultants
 encouraging their participation. Telephone logs indicating such action can be included
 with the Best Effort Documentation
- d. Proof or affidavit that MWBE Subconsultants were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the MWBEs, other than reasonable documentation costs incurred by the County Firm that are passed onto the MWBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for MWBEs 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 MWBEs, and that MWBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of MWBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any MWBE deemed unqualified by the County Firm shall be included in the Best Effort Documentation.
- g. If an MWBE is rejected based on cost, the County Firm must submit a list of all subbidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subconsultants by the County Firm must also be included with the Best Effort Documentation
- i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Subconsultants and requiring Department head approval prior to subcontracting shall not apply to intergovernmental 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:	
	ANDRE HADDAD	(Name)
	*	(Address)
	516-938-0600	(Telephone Number)
2.	The Proposer/Bidder agrees to comply with the requirem Wage Law, and with all applicable federal, state and local	ents of the Nassau County Living Il laws.
3.	In the past five years, Proposer/Bidder hasX government agency to have violated federal, state, or loc wages or benefits, labor relations, or occupational safety assessed by the Proposer/Bidder, describe below:	cal laws regulating payment of
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4	. In the past five years, an administrative proceeding, invinitiated judicial action has _X has not been or Proposer/Bidder. If such a proceeding, action, or invest describe below:	commenced against or relating to the

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5.	Proposer/Bidder agrees to permit a authorized County representatives to Wage Law and investigating employ	ccess to work sites and relevant payroll record for the purpose of monitoring compliance with yee complaints of noncompliance.	ls by the Living
belief,	by certify that I have read the foregoing it is true, correct and complete. Any ite and true as of the date stated bek	ng statement and, to the best of my knowledge statement or representation made herein sha ow.	e and II be
	2/6/14	Maddal	
Dated		Signature of Chief Executive Officer	
	_		
	ANI	DRE HADDAD	
		Name of Chief Executive Officer	
Sworn	to before me this		
1117	_day of	Joan Algios	
_2	en Clean	Notary Public, State of New York 01AL6004912 Qualified in County of Nassau Commission Expires 03/20/ / //	
Notary	/ Public	a service Tr	

MBE/WBE UTILIZATION PLAN

Lockwood, Kessler and Bartlett, Inc. has a long standing record of partnering with MBE/WBE firms. As individual assignments are awarded under this contract, we will collaborate with CSM Engineering, PC (M/WBE) to meet the goals established by the County. The nature and personnel requirements of each assignment will be unique. Giving consideration to those specifics, efforts will be made to incorporate 10% M/WBE participation as each assignment is released.

COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS Inter-Departmental Memo

TO:

Office of the County Attorney

Att:

Robert Cleary, Director of Procurement Compliance

FROM:

Department of Public Works

DATE:

August 16, 2017

SUBJECT:

"On Call" Construction Management and Inspection Services for

Highway/Bridge Unit

Agreement No H670008D, Extension of "On Call" Agreement.

The Department of Public Works procured Construction Management and Inspection agreements with twelve (12) consulting firms to provide "On Call" Professional Construction Management and Inspection Services for the Highway/Bridge Unit in April/ May in 2014. After two years, eleven (11) of these agreements were extended for one more year as per the agreements up to April/May 2017. Before the expiration of these agreements, the Department initiated a new procurement to hire consulting firms to provide Professional Construction Management and Inspection Services related to Highway/Bridge work.

However, in requesting CSEA approval there has been a significant delay in sending out the RFP. While the issue is worked out as to whether and to what extent the Department can subcontract this work, the Department wants to extend the expiration date for eighteen (18) more months from the date of expiration for the following six agreements in order to provide a continuous professional construction management on the current construction contracts until completion.

- 1. LKB H670008DK
- 2. LiRo H670008DL
- 3. GPI H670008DP
- 4. Cashin H670008DC
- 5. Savin H670008DS
- 6. NV5 H670008DR

As a result of not sending out the RFP due to CSEA issue, these contracts have since expired and require retro-active approval. Please note that the ongoing work associated with these contracts are acceptable to Comptroller as the contracts allow for the completion of assigned work prior to expiration.

Kenneth G. Arnold

Assistant to Commissioner

KGA:RM:jm

c:

Shila Shah-Gavnoudias, Commissioner

Rakhal Maitra, Deputy Commissioner

Kenneth G. Arnold, Assistant to Commissioner

Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction

Saji Varughese, Construction Inspector II

