



Certified: --

E-118-26

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THE LEGISLATURE SEPTEMBER 8, 2026
2:57 PM

NIFS ID: CFPW26000009

Capital: **X**

Contract ID #: **CFPW26000009**

NIFS Entry Date: **07/27/2026**

DPW Contract Number: **B90406-02DLK**

Department: Public Works

Service: **On Call Buildings Design- B90406-02DLK**

Term: **Four (4) years from the Commencement Date with the option to extend up to two (2) years**

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	No
3) CSEA Agmt. & 32 Compliance Attached:	Yes
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: LKB Engineering, PLLC	ID#: 331514945
Main Address: 700 Hicksville Road Bethpage, NY 11714 Contract Specific Address: For Remittance: LKB Engineering, PLLC 700 Hicksville Road, Suite 210 Bethpage, NY 11714	
Main Contact: David Macedonio	
Main Phone: (516) 210-8983	

Department:
Contact Name: Valiant Yeung
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: (516) 571-6881
Email: ldionisio@nassaucountyny.gov, ekobel@nassaucountyny.gov, lcaruso@nassaucountyny.gov, vyeung@nassaucountyny.gov

Contract Summary

Purpose: The Department proposes to enter into a personal services agreement with the firm LKB Engineering to provide On-Call Building Design Services for the County's Building Construction Group in Emergency/time sensitive situations, whenever special expertise is required or when the scope of projects is such that a separate RFP for professional services is not warranted. The services may include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building /infrastructure design, repair, and improvements as authorized by the Department.

Procurement History: The RFP was advertised in the NY Post, NYS Contract Reporter and posted to the County's website and from November 19, 2025, to December 19, 2025. Proposals were received from ten (10) firms on December 19, 2025. Following

the review, the technical rank was established, and the cost proposals were opened. As a result of the scoring, the top 5 firms, having the highest technical rating and proposed competitive fees, presented the best value to the County, and therefore were selected.

Description of General Provisions: Four (4) year contract with option to extend additional two (2) years. MBE 21%, WBE 3%, SDVOB 6%.

Impact on Funding / Price Analysis: The maximum amount for this contract is \$3,000,000.00. Funding will be available on a project specific capital improvement basis. There is no guarantee that all or any of this amount shall be subsequently authorized and services provided.

Change in Contract from Prior Procurement: New procurement

Method of Source Selection:

☒ Request For Proposals awarded to proposer offering best value

RFP #: PW-B90406-02D

Advertised On: 11/19/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 12/19/2025

Number of proposals received: 10

Evaluation Committee members: Valiant Yeung, Architect III, Carmelo Mazza, Architect II, Mohammed Rahman, Electrical Engineer III, Joshua Neuman, Civil Engineer II

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.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

Proposals were received from ten (10) firms on December 19, 2026. Following the review, the technical rank was established, and the cost proposals were opened. As a result of the scoring, the top 5 firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected.

MWBE Participation:

☒ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

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

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 90406 000	01	\$0.01
Project Number		90406						
Project Detail		000						
TOTAL							\$0.01	

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$0.01
Other	\$0.00
Total	\$0.01

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	07/27/2026 04:07PM	Approved
NIFS Final Approval	Loretta Dionisio	08/25/2026 08:27AM	Approved
Final Approval	Loretta Dionisio	08/25/2026 08:27AM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	08/25/2026 08:27AM	Approved
Final Approval	Loretta Dionisio	08/25/2026 08:27AM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	08/25/2026 09:34AM	Approved
Approval as to Form	Julie Silverstein	08/26/2026 05:20PM	Approved
NIFS Approval	Mary Nori	08/27/2026 04:45PM	Approved
Final Approval	Mary Nori	08/27/2026 04:45PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	08/25/2026 09:26AM	Approved
NIFA Approval	Christopher Nolan	08/27/2026 01:58PM	Approved
Final Approval	Christopher Nolan	08/27/2026 01:58PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	08/27/2026 05:09PM	Approved
DCE Compliance Approval	Robert Cleary	09/02/2026 05:41PM	Approved
Vertical DCE Approval	Arthur Walsh	09/08/2026 02:05PM	Approved
Final Approval	Arthur Walsh	09/08/2026 02:05PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	09/08/2026 02:45PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LKB ENGINEERING, PLLC

WHEREAS, the County has negotiated a personal services agreement with LKB Engineering, PLLC, to provide the County with building design services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with LKB Engineering, PLLC.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and LKB Engineering, PLLC., a New York corporation, having its principal address at 700 Hicksville Road, Bethpage, New York 11714 (the "Firm" or the "Contractor").

W I T N E S S E T H:

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

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

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

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

1) **Term.**

The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the four (4) 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 years (2) 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.**

A. The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to:

- i) Providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects. The scope of services required for a particular project will be identified, described in writing and distributed to the successful firms for consideration. Each firm will submit a proposal for review/evaluation by the Department. After review of the proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence work.

- ii) The Scope of Services ("Scope") outlined has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of these job titles and compensation review and analysis. Examples of additional services may include material testing, sub-surface explorations, specialized environmental engineering, specialized structural engineering, specialized engineering related services, immediate corrective measures and inspections, etc.
 - B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.
 - C. Additional services are included as **EXHIBIT A**.
 - D. **Renewal Services:** Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.
- 3) **Payment.**
- (a) **Amount of Consideration.** The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed Three Million (\$3,000,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:
 - (b) **Vouchers; Voucher Review, Approval and Audit.** All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
 - (c) **Timing of Payment Claims.** The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
 - (d) **No Duplication of Payments.** Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.
 - (e) **Payments in Connection with Termination or Notice of Termination.** Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services

that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

- 4) **Non-Completion.** (omitted)
- 5) **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "**Contractors 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, Default and/or Claims.** The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 7) **Compliance With Law.**
 - (a) **Generally.** The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures. Contractor's professional work product, including but not limited to drawings and specifications, shall comply with applicable law consistent with the Standard of Care (as defined below).
 - (b) **Records Access.** The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to

disclosure of the Information so that the Contractor may take such action as it deems appropriate.

- (c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.
- 8) **Prohibition of Gifts.** In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.
- 9) **Disclosure of Conflicts of Interest.** In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.
- 10) **Nassau County Living Wage Law.** Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
- A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
 - B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.
- 11) **Vendor Code of Ethics.** By executing this Agreement, the Contractor hereby certifies and covenants that:

- A. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
 - B. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
 - C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
 - D. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
 - E. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
 - F. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
 - G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
 - i) In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and the Office of Minority Affairs ("OMA") in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.
- 12) **Minimum Service Standards.** Regardless of whether required by Law:
- A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
 - B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the professional skill and care ordinarily provided by design professionals in the same discipline practicing in the same locality under the same or similar circumstances ("Standard of Care").
 - C. The Contractor shall take all actions reasonably necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 13) **Right to Works/Ownership of Work Product/Copyright.**
- A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works for purposes related to the project for which they were created. As used in

this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

- B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.
- C. Any reports, documents, data, photographs, deliverables, 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 produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.
- D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to 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 other than work product, including but not limited to standard or typical details or designs, developed by Contractor before the date of the applicable task work order or developed after such date otherwise than in connection with this Agreement that may be used or incorporated in Contractor's work product produced under this Agreement. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.
- E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.
- F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) 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.

14) **Confidentiality.**

- A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information.

The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County, provided that Confidential Information may be disclosed to Contractor's directors, officers, employees, subconsultants, and advisors (including, but not limited to its attorneys, accountants, consultants, agents, and insurance or financial advisors) who (i) reasonably require access to such information in support of Contractor's legitimate business purposes and (ii) have been informed of the confidential nature of the confidential information and, by the nature of their position, pursuant to a written agreement, pursuant to a professional obligation or otherwise, are bound by confidentiality and non-use obligations at least as restrictive as those contained herein.

- B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;
- C. If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.
- D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.
- E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

- A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), to the extent caused by any negligent acts or omissions of the Contractor or any party for which it is legally responsible.
- B. Intentionally omitted.
- C. The Contractor shall and shall cause all of Contractor's Agent(s) to reasonably cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.
- D. Intentionally omitted.

E. **Infringement Indemnification.** The Contractor shall indemnify and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") to the extent caused by Contractor's infringement, violation or unauthorized use of any copyright, trade secrets, or trademark, patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement that violates the Standard of Care. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

- (1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined due to Contractor's infringement, violation or unauthorized use of any intellectual property in violation of the Standard of Care, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County.
 - (2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County or any party acting for or on behalf of the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's prior written approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.
 - (3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and take reasonable steps to secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.
- F. The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance.**

- A. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives 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 claim and two million dollars (\$2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

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

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

17) Assignment; Amendment; Waiver; Subcontracting.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (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.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

- C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **Termination.**

- A. **Generally.** This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County if Contractor fails to cure the alleged Cause within seven (7) days of receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.
- B. 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.
- C. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- D. **Contractor Assistance Upon Termination.** In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19) **Accounting Procedures; Records.**

- A. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, 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.

- 20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- A. **Notice.** At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
 - B. **Time Limitation.** Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 21) **Work Performance Liability.** The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 22) **Data Breach:**
- A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
 - i) Date and time of the breach;
 - ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
 - iii) The nature and extent of the breach;
 - iv) The Contractor's proposed plan to investigate and remediate the breach.
 - B. Upon discovery by the Contractor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
 - C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

- D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.
- 23) **Consent to Jurisdiction and Venue; Governing Law.** Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 24) **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
- A. in writing to the above referenced addresses and in compliance with the below,
 - 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,
 - iv) deemed given or made on the date the delivery receipt was signed by a County employee, five (5) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and
 - (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
 - (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
 - (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
 - (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
- 25) **All Legal Provisions Deemed Included; Severability; Supremacy.**
- 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.
- 26) **Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 27) **Administrative Service Charge.** Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:
- | Value of Contract | Administrative Fee |
|-----------------------------|--------------------|
| (a) \$0-\$10,000 | \$0 |
| (b) Over \$10,000-\$50,000 | \$160 |
| (c) Over \$50,000-\$100,000 | \$266 |
| (d) Over \$100,000 | \$533 |
- 28) **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:
- all County approvals have been obtained, including, if required, approval by the County Legislature, and
 - this Agreement has been executed by the County Executive (as defined in this Agreement).
- B. **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
- 29) **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.
- 30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.
- 31) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome

such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

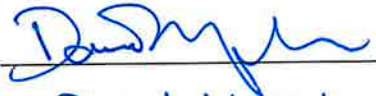
- 32) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

- 33) **Participation By Political Subdivisions, "PIGGY BACKING" (IF APPLICABLE):** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, ... as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein....." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

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

LKB Engineering, PLLC

By: 
Name: David Macedonio
Title: President
Date: 8/31/26

NASSAU COUNTY

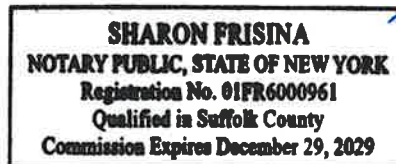
By: _____
Name: _____
Title: _____, County Executive
(or) _____, Chief Deputy County Executive
(or) _____, Deputy County Executive
Date: _____

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 31ST day of August in the year 2026 before me personally came David Macedonio to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of LKB Engineering, PLLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



Sharon Frisina
NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

DETAILED SCOPE OF SERVICES

ON-CALL BUILDING DESIGN 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 operations assistance and design 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" Building Design Services for the County's Division of Engineering including, providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, estimating, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects, and any other design related engineering service.

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 required by the Department 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.

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EXHIBIT B

PAYMENT SCHEDULE

ON-CALL BUILDING DESIGN 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:

1. 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 the multiplier; or (iii) the terms delineated for the specific assigned task. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

(b) Sub-consultants and Special Consultants

Sub-consultants 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 Sub-consultant 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 Sub-consultant 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 Appendix "A" 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 application of the multiplier for any services provided under the terms of this Agreement shall not exceed two hundred and twenty-five dollars (\$225.00) per hour.

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Appendix EE

Equal Employment Opportunities for Minorities and Women

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

Definitions:

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

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

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

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

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

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

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

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

documents.

Rule:

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

- A. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- B. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- D. The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- E. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- F. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.
- G. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

- H. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- I. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- J. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- K. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- L. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - ii) 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.
 - iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

Appendix L
Certificate of Compliance

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

1. The ~~chief executive officer~~ ^{President} of the Contractor is:
David Macedonio (Name)
700 Hicksville Rd, suite 210, Bethpage, NY 11714 (Address)
516-210-8983 (Telephone Number)
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ (HAS) X (HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

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

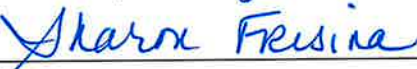
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

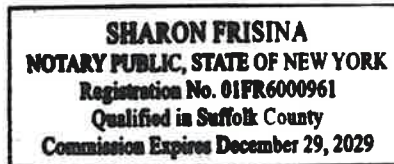
8/31/26
Dated


Signature of Chief Executive Officer
President

David Macedonio
Name of Chief Executive Officer
President

Sworn to before me this
31st day of August, 2026.


Notary Public



**Non-Disclosure Agreement (NDA)
(If Applicable)**

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this 31st day of August, 2026 by and between the County of Nassau acting by and through its Department of _____ ("Disclosing Party" or "County") and LKB Engineering, PLLC ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number B90406-02DLK for On-Call Buildings Design ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.

The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

- (a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.
- (b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:
 - (i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;
 - (ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;
 - (ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;
 - (iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;
 - (v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;
 - (vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

- (viii) all information marked or identified as “confidential” or “proprietary” in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

- (a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, advisors, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor’s own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors, advisors (including but not limited to attorneys, accountants, or insurance advisors), or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement, pursuant to a professional obligation, or otherwise, provided that such obligation is at least as stringent as those of the Contractor’s obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.
- (b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor’s own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.
- (c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure 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. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor’s use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting

Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership

All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance

- (a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.
- (b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.

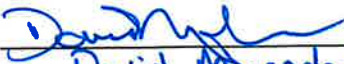
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.

The Contractor acknowledges that breach of this NDA may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description caused by the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: LKB Engineering PLLC

By: 
Name: David Macedonio
Title: President
Date: 8/31/26

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

**Confidentiality Agreement
(If applicable)**

I David Macedonio (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other _____ of the Contractor LKB Engineering PLLC (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to the contracted services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.


(Individual's Signature)

David Macedonio
(Individual's Printed Name)

LKB Engineering PLLC
(Entity for which Individual is an employee or agent)

8/31/26
(Date)



Nassau County Interim Finance Authority

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

1. Vendor: LKB Engineering, PLLC

2. Amount requiring NIFA approval: \$3,000,000.00

Amount to be encumbered: \$0.01

Slip Type: New

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

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

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

3. Contract Term: to Four (4) years from the Commencement Date with the option to extend up to two (2) years

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract? No

If not, will it require a future borrowing? Yes

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? No

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

The Department proposes to enter into a personal services agreement with the firm LKB Engineering to provide On-Call Building Design Services for the County's Building Construction Group in Emergency/time sensitive situations, whenever special expertise is required or when the scope of projects is such that a separate RFP for professional services is not warranted. The services may include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building /infrastructure design, repair, and improvements as authorized by the Department.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

AUTHORIZATION

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

CNOLAN

08/27/2026

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Electronically signed and certified at the date and time indicated by:
David Macedonio [DMACEDONIO@LKB-ENGINEERING.COM]

Dated: 04/24/2026 04:39:06 pm

Vendor: LKB Engineering PLLC

Title: President

Business History Form

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

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

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

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

Date: 05/01/2026

1) Proposer's Legal Name: LKB Engineering, PLLC

2) Address of Place of Business: 700 Hicksville Road, Suite 210

City: Bethpage State/Province/
Territory: NY Zip/Postal
Code: 11714

Country: US

Address: 1 Aerial Way

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

Country: US

Start Date: 10/23/2024 End Date: 01/31/2026

3) Mailing Address (if different): _____

City: _____ State/Province/
Territory: _____ Zip/Postal
Code: _____

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: [REDACTED]

6) The proposer is a: Other (Describe) PLLC

- 7) Does this business share office space, staff, or equipment expenses with any other business?
YES ☐ NO ☒ If yes, please provide details:
- 8) Does this business control one or more other businesses?
YES ☐ NO ☒ If yes, please provide details:
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☐ NO ☒ If yes, please provide details:
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No

(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

(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

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Executive management and legal counsel review all contracts for conflicts of interest. In the event of a potential conflict or the appearance of a conflict of interest, 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.

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

10/17/2024

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

David Macedonio - President -

Andrew Chagnon - CEO -

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

David Macedonio - President -

Andrew Chagnon - CEO -

- iv) State of incorporation (if applicable);

- v) The number of employees in the firm;

65

- vi) Annual revenue of firm;

- vii) Summary of relevant accomplishments

LKB Engineering, PLLC is a full-service consulting engineering firm headquartered on Long Island. LKB Engineering has recently transitioned from its previous name and business known as Lockwood, Kessler & Bartlett, Inc, Same management, staff and services continue. LKB provides our clients with a range of professional engineering services which include, but are not limited to Structural Engineering, Civil/Transportation Engineering, Environmental Engineering, Site Development/Landscape Architecture, and Construction Management and Inspection Services. Today, LKB serves various municipalities, agencies, and private clients. We pride ourselves as a one-stop source for professional engineering and construction inspection services. For more detailed/relevant information, please see the project-specific technical proposal.

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

- B. Indicate number of years in business.

1

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

Over the last several decades, LKB Engineering staff and leadership operating under our predecessor company, Lockwood, Kessler & Bartlett, Inc, has provided a variety of services to Nassau County Department of Public Works as well as other clients, including the Town of Oyster Bay, Town of Hempstead, Town of North Hempstead, Suffolk County Department of Public Works, New York State Department of Transportation, Port Authority of New York & New Jersey, and New York State Office of Parks, Recreation and Historic Preservation. We are recognized throughout the region as a leader in providing consulting engineering services. With our headquarters in Nassau County, we can continue to provide the local staff and local presence necessary for the successful completion of work required by the County. We are familiar with the Nassau County region, as well as with the county's procedures and requirements. In addition, LKB has a long-standing history of successfully completing projects by meeting and exceeding county goals and expectations.

- 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	Town of Oyster Bay, Dept. of Public Works		
Contact Person	Richard Lenz, P.E., Commissioner		
Address	150 Miller Place		
City	Syosset	State/Province/Territory	NY
Country	US		
Telephone	(516) 667-5124		
Fax #			
E-Mail Address	rlenz@oysterbay-ny-gov		

Company	Suffolk County Dept. of Public Works		
Contact Person	Alexander Prego, P.E., Chief Engineer		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4001		
Fax #			
E-Mail Address	alexander.prego@suffolkcountyny.gov		

Company	Westchester County Dept. of Public Works		
Contact Person	Jennifer Sicuranzo		
Address	148 Martine Avenue, Room 512		
City	White Plains	State/Province/Territory	NY
Country	US		
Telephone	(914) 995-1998		
Fax #			
E-Mail Address	jmsx@westchestergov.com		

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

I, David Macedonio , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Name of submitting business: LKB Engineering PLLC

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

David Macedonio DMACEDONIO@LKB-ENGINEERING.COM

President

Title

05/01/2026 11:41:59 am

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: David Macedonio

Date of birth: [REDACTED]

Home address: [REDACTED]

City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]

Country: US

Business Address: 700 Hicksville Road, Suite 210

City: Bethpage State/Province/Territory: NY Zip/Postal Code: 11714

Country: US

Telephone: 5162108983

Other present address(es):

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

Country:

Telephone:

List of other addresses and telephone numbers attached

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

President	10/17/2024	Treasurer	
Chairman of Board		Shareholder	10/17/2024
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	10/17/2024
Vice President			
(Other)			

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

YES [X] NO [] If Yes, provide details.

[REDACTED]

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

YES [X] NO [] If Yes, provide details.

Business start/operating loan

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

Officer position as CEO of Lockwood, Kessler & Bartlett, Inc

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

As previous CEO of Lockwood, Kessler, Bartlett, Inc NYSDOT and NY Counties and local towns awarded engineering design contracts and construction inspection projects to the firm.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

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

I, David Macedonio , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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LKB Engineering PLLC

Name of submitting business

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

David Macedonio DMACEDONIO@LKB-ENGINEERING.COM

President

Title

04/24/2026 04:50:47 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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1.

Principal Name:Andrew Chagnon

Date of birth:

Home address:

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

Country:US

Business Address:700 Hicksville Road, Suite 210

City:BethpageState/Province/Territory:NYZip/Postal Code:11714

Country:US

Telephone:5169380600

Other present address(es):

City:NatickState/Province/Territory:MAZip/Postal Code:01760

Country:US

Telephone:7742800163

List of other addresses and telephone numbers attached

2.

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

President

Chairman of Board

Chief Exec. Officer

Chief Financial Officer

Vice President

(Other)

10/17/2024

Treasurer

Shareholder

Secretary

Partner

10/17/2024

3.

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

YES [X] 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 [X] NO [] If Yes, provide details.

Start up and operation loans.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

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

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

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

I, Andrew Chagnon , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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LKB Engineering PLLC

Name of submitting business

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

Andrew Chagnon ACHAGNON@LKB-ENGINEERING.COM

CEO

Title

04/27/2026 04:18:51 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: LKB Engineering, PLLC

Address: 700 Hicksville Road, Suite 210

City: Bethpage State/Province/Territory: NY Zip/Postal Code: 11714

Country: US

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

3. Type of Business: Ltd. Liability Co (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):

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

If none, explain.

David Macedonio - President - [REDACTED]
Andrew Chagnon - [REDACTED]
same for Question #4

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

None

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

Are there lobbyists involved in this matter?
YES [] NO [X]

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

NA

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

NA

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

NA

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

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

Electronically signed and certified at the date and time indicated by:
David Macedonio [DMACEDONIO@LKB-ENGINEERING.COM]

Dated: 04/24/2026 04:53:43 pm

Title: President

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2026

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

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

PRODUCER The Baldwin Group Specialty Industry, LLC 1 Liberty Square, Ste 1120 Boston MA 02109	CONTACT NAME: Moira Davis PHONE (A/C, No, Ext): 908-566-1010 FAX (A/C, No): 908-566-1020 E-MAIL ADDRESS: certs.construction@baldwin.com														
License#: 81-5312874 LKBENGI-01	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Charter Oak Fire Insurance Com</td><td>25615</td></tr><tr><td>INSURER B: The Travelers Indemnity Compan</td><td>25658</td></tr><tr><td>INSURER C: Travelers Property Casualty In</td><td>36161</td></tr><tr><td>INSURER D: Hartford Fire Insurance Compan</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Com	25615	INSURER B: The Travelers Indemnity Compan	25658	INSURER C: Travelers Property Casualty In	36161	INSURER D: Hartford Fire Insurance Compan		INSURER E:		INSURER F:	
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INSURER C: Travelers Property Casualty In	36161														
INSURER D: Hartford Fire Insurance Compan															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** [REDACTED]**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			[REDACTED]	12/2/2025	12/2/2026	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			[REDACTED]	12/2/2025		COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			[REDACTED]		12/2/2026	EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D				[REDACTED]	12/2/2025	12/2/2026	Each Occurrence/Agg 3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) LKB Engineering 700 Hicksville Suite 210 Bethpage, NY 11714 Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [REDACTED]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County 1550 Franklin Ave. Mineola, NY 11501	3a. Name of Insurance Carrier Indemnity Insurance Co. of North America 3b. Policy Number of Entity Listed in Box "1a" [REDACTED] 3c. Policy effective period 10/01/2025 to 10/01/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

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

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

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

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

Approved by: Patrick O'Farrell

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

Patrick D. O'Farrell

(Signature)

05/11/2026

(Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 913-652-7500

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

C-105.2 (9-17)

www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



**Workers'
Compensation
Board**

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) LKB Engineering 700 Hicksville Road, Suite 210 Bethpage, NY 11714 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 516-938-0600 1c. Federal Employer Identification Number of Insured or Social Security Number [REDACTED]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County 1550 Franklin Ave. Mineola, NY 11501 DOO: RE: Contract B90406-02DLK On-Call Buildings Design	3a. Name of Insurance Carrier Metropolitan Life Insurance Company NAIC #65978 3b. Policy Number of Entity Listed in Box 1a [REDACTED] 3c. Policy Effective Period: <u>January 1, 2026</u> to <u>December 31, 2026</u>

4. Policy provides the following benefits:

☒ A. Both disability and Paid Family Leave benefits.

☐ B. Disability benefits only.

☐ C. Paid Family Leave benefits only.

5. Policy covers:

☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

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

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed: May 12, 2026 By: Natassia Harris

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number spu_group_contracts@metlife.com Name and Title: Natassia Harris, State Plan Consultant

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

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

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

CONFIDENTIAL

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: March 23, 2026

SUBJECT: "On-Call" Building Design Services: Building Construction Group
Recommendation of Firms for Design Services

Nassau County Department of Public Works (NCDPW) intends to procure a firm(s) to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted. These services could potentially include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building/infrastructure design, repair, and improvements/issues as authorized by the Department.

The County received ten (10) responses to the "Request For Proposals" (RFP).

The technical proposals were evaluated by professional staff within the Department by Valiant Yeung, Architect III, Carmelo Mazza, Architect II, Mohammed Rahman, Electrical Engineer III and Joshua Neuman, Civil Engineer II.

The results of the Technical Evaluation including Cost Proposals are indicated in the attached table.

In our professional judgment, the top five (5) firms, having received a technical rating above 81.0 and being capable of diversified building design services, present the best value to the County. Furthermore, it is the Department's recommendation that each of the top five (5) firms be retained to provide On-Call Building Design Services.

Funding for these professional services will be available on a project specific capital improvement basis. If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Joseph J. Pecora P.E.

for Michael Kwaschyn
Commissioner

MK:DT:jd

c: Douglas Tuman, Deputy Commission
Jane Houdek, Attorney for Public Works
Valiant Yeung, Architect III
Carmelo Mazza, Architect II
Mohammed Rahman, Electrical Engineer III
Joshua Neuman, Civil Engineer II

APPROVED:

DISAPPROVED:


Arthur T. Walsh
Chief Deputy County Executive

Date

Arthur T. Walsh
Chief Deputy County Executive

Date



TECHNICAL RATING SUMMARY
RFP for On Call Buildings Design
B90406-02D

Rated By: Valiant Yeung, Carmelo Mazza,
Mohammed Rahman, Joshua Neuman

Department: DPW

Date: 11-Mar-26

Firm name	Main Contact	Total	Average	Rank	Fee proposal Multiplier
LiRo Architect + Planners, P.C.	Nancy Malicki (516) 938-5476	368	92	1	2.80
D&B Engineers & Architects	Kelly Pedone (516) 364-9890	343	85.75	2	2.80
Spector Group	Linda Bauer (516) 365-4240	337	84.25	3/4	2.70
LKB Engineering	David Macedonio (516) 210-8983	337	84.25	3/4	2.75
H2M Architects + Engineers	Jamie Pizzardi (631) 756-8000	328	82	5	3.00
Cashin Associates	Kate Kelly (631) 348-7600	322	80.5	6	2.70
IMEG	Jessica Harrison (571) 325-5255	320	80	7	2.75
MP Engineers	Mahendra Patel (212) 736-1100	302	75.5	8	
Parikh Architectural P.C.	Bina Parikh (718) 473-5126	136	34	9	
Quick Quality Home Inspection, LLC	George Burrus (347) 628-2006	89	22.25	10	

Request to Initiate - R26-0229 (P26-0106 - B90406-02DLK - On Call Buildings Design - LKB Engineering, PLLC)

RTI Status	Active		
Request Type	RFP		
Service Requested	B90406-02DLK - On Call Buildings Design - LKB Engineering, PLLC		
Justification	Nassau County Department of Public Works (NCDPW) intends to procure a firm(s) to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted. These services could potentially include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building/infrastructure design, repair, and improvements/issues as authorized by the Department.		
Requested By	Public Works	Project Manager	Valiant Yeung
Project Cost for this Phase / Contract	Design		
PIR Phase Amount Listed	3,000,000.00	Phase Cost	0.01
Total Project Cost	\$3,000,000.00		
Start Work	11/01/2026	Duration	60 months
Renewal Options			
Procurement Method			
Procurement Method Reason			
Priority Justification			

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	90406 - Various County Facilities - Design	000	PWCAPCA P	0.01		0			08/06/2026	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
What is the duration of the project if done inhouse? - Employee / Man Hours - Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? - Labor - MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	James Woytysiak	08/06/2026 02:50 pm
Funding Added	See Funding Source Tab	
Capital Funding Approved	James Woytysiak	08/06/2026 02:55 pm
AIM Entered	Deanna Funk	08/07/2026 06:18 am
Time Sheet Code	26-0229	
Commissioner Approved	Douglas Tuman	08/11/2026 05:16 pm
DCE / Ops Approved	Eleftherios Sempepos	08/12/2026 10:46 am

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Valiant Yeung, Architect III

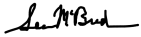
FROM: Office of the Commissioner

DATE: September 9, 2025

SUBJECT: CSEA Sub-Contracting Approval
C25-0191 Contract Number: B90406-02D
"On-Call" Building Design Contract

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C25-0191**.

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



Sean McBride
Deputy Commissioner

SM:las

c: Michael Kwaschyn, Commissioner
Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Robert Labaw, Chief Architect



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

C25-0191

TO: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalender, President

FROM: Department of Public Works

DATE: September 3, 2025

SUBJECT: CSEA Notification - Proposed DPW Contract Agreement
"On-Call" Building Design Contract
Proposed Contract No: B90406-02D

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:
Architectural / Engineering Services
2. The work involves the following:

Providing "On-Call" Building Design Services for
DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.
3. An estimate of the total cost is: \$500,000.00
4. An estimate of the duration is: Twenty-four (24) Months

Should you wish to propose an alternative to the proposed work order, please respond within ten (10) days to:
Department of Public Works, Att: Sean McBride, Deputy Commissioner, telephone 1-6887, fax 1-9657.



Sean McBride
Deputy Commissioner

SM:DT:jd

c: Melissa Gallucci, Commissioner, Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Robert Labaw, Chief Architect,
Valiant Yeung, Architect III, Project Manager
Elizabeth Cotton, Special Assistant, Office of Labor Relations



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.

David Macedonio President

4/24/26

Name and Title of Authorized Representative

m/d/yy



4/24/26

Signature

Date

LKB Engineering, PLLC

Name of Organization

700 Hicksville Rd, Suite 210, Bethpage, NY 11714

Address of Organization

Instructions for Certification

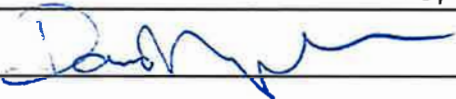
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that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

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	LKB Engineering, PLLC
Address (street/city/state/zip code):	One Aerial Way, Syosset, NY 11791
Authorized Representative (name/title):	David Macedonio, PE - President
Authorized Signature:	
Contract Number:	RFP No. PW-B90406-02D
Contract/Project Name:	"On-Call" Building Design
Contract/Project Description:	Services may involve but not limited to providing study, investigation, engineering, architectural/ design/planning, CAD drafting, scheduling, constructability review, design review, surveys for County infrastructure, and other design related tasks on an as needed basis to address a wide variety of potential building improvements or issues.

Part 2- Projected DBE/MBE/WBE/SDVOB Contract Summary:

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	TBD		
Total DBE Dollar Amount	TBD	DBE Contract Percentage	N/A
Total MBE Dollar Amount	TBD	MBE Contract Percentage	21%
Total WBE Dollar Amount	TBD	WBE Contract Percentage	3%
Total SDVOB Dollar Amount	TBD	SDVOB Contract Percentage	6%
Total Combined M/WBE/SDVOB Dollar Amount	TBD	Combined M/WBE/SDVOB Contract Percentage	30%

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

DBE Firm	Description of Work (DBE)	Projected DBE Contract Amount (\$) and Award Date	DBE Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date: 	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date: 	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date: 	Start Date: Completion Date:

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Domingo Gonzalez Associates, Inc. Address: 29 Broadway, 3rd Floor City: New York State/Zip Code: NY, 10006 Authorized Representative: Domingo Gonzalez Telephone No. 212-608-4800	Lighting Design Services	Amount (\$): TBD Award Date: TBD 	Start Date: TBD Completion Date: TBD
Name: LHP Architects, PLLC Address: 12 West 37th Street Fl. 8 City: New York State/Zip Code: NY, 10018 Authorized Representative: Antonio Figueroa, AIA RIBA, DBIA Telephone No. 212-334-2600	Architectural Services	Amount (\$): TBD Award Date: TBD 	Start Date: TBD Completion Date: TBD
Name: Hirani Engineering and Land Surveying, D.P.C. Address: 120 West John Street City: Hicksville State/Zip Code: NY, 11801 Authorized Representative: Neil Hirani, COO Telephone No. 516-248-1010	Land Surveying Geotechnical Engineering	Amount (\$): TBD Award Date: TBD 	Start Date: TBD Completion Date: TBD

Part 5- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Jablonski Building Conservation, Inc. Address: 40 West 27th Street, 12th Floor City: New York State/Zip Code: NY, 10001 Authorized Representative: Mary Jablonski Telephone No. 212-532-7775	Historic Preservation	Amount (\$): _____ TBD _____ Award Date: _____ TBD _____	Start Date: _____ TBD _____ Completion Date: _____ TBD _____
Name: Project Cost Associates, Inc. Address: 240 Hillside Avenue City: Hillside State/Zip Code: NJ, 07205 Authorized Representative: Festus Ezeji, MS Telephone No. 973-441-9023	Cost Estimating Services	Amount (\$): _____ TBD _____ Award Date: _____ TBD _____	Start Date: _____ TBD _____ Completion Date: _____ TBD _____
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): _____ _____ Award Date: _____ _____	Start Date: _____ _____ Completion Date: _____ _____

Part 6- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount (\$) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Cavarly Engineering, P.C. Address: 390 Rabro Drive, Suite E City: Hauppauge State/Zip Code: NY, 11788 Authorized Representative: Pablo Rodriguez, PE Telephone No. 631-345-7460	Electrical and Civil	Amount (\$): TBD Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date: 	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date: 	Start Date: Completion Date: