



Certified:

E-127-20

Filed with
Clerk of Nassau County Legislature
September 23, 2020 11:54AM

NIFS ID:CFPW20000026 Department: Public Works

Capital: X

SERVICE: Long Beach East Signal Design-T62023-03D-PIN 989.22

Contract ID #:CFPW20000026

NIFS Entry Date: 23-JUL-20

Term: from to

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

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

Vendor Info:	
Name: Louis K McLean Associates Engineers & Surveyors, PC	Vendor ID#: [REDACTED]
Address: 437 South Country Road Brookhaven, NY 11719	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:
Contact Name: Christopher Paggi
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone:

Routing Slip

Department	NIFS Entry: X	23-JUL-20 -- LDIONISIO
Department	NIFS Approval: X	28-JUL-20 -- RDALLEVA
DPW	Capital Fund Approved: X	28-JUL-20 -- RDALLEVA
OMB	NIFA Approval: X	14-AUG-20 -- CNOLAN
OMB	NIFS Approval: X	28-JUL-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	29-JUL-20 -- AAMATO
County Atty.	Approval to Form: X	29-JUL-20 -- NSARANDIS

CPO	Approval: X	24-AUG-20 -- KOHAGENCE
DCEC	Approval: X	25-AUG-20 -- JCHIARA
Dep. CE	Approval: X	25-AUG-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	22-SEP-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The contract is to establish a personal services agreement between Nassau County and LKMA to provide design services for the project known as Long Beach East Signal Design. These services include, but are not limited to, producing technical reports, design plans and specifications and conducting estimates for construction. The work includes the design of 39 traffic signals, 2 variable message signs and 8 traffic cameras
Method of Procurement: A Request for Proposals was placed for a four week period. Following a review of eight (8) technical proposals, LKMA was rated highest qualified with a cost proposal that is fair and reasonable for the amount of work required.
Procurement History: A Request for Proposals was placed for a four week period. Newsday (10/28/19, 11/4, 11/11, 11/18, 11/25/2019), eProcure (10/28/19-11/25/19), NYS Contract Reporter (10/28/19-11/25/19).
Description of General Provisions: The purpose of this project is to prepare plans, specifications and other related documents for the replacement of existing traffic signal control equipment, and the installation of variable message signs (VMS) and traffic cameras, which will connect to the County's existing communication infrastructure. The design and construction will allow the County to replace traffic signals and communications equipment that was damaged from Superstorm Sandy to improve safety, maximize roadway capacity, minimize delays along these arterials, and mitigate for future events similar to Superstorm Sandy.
Impact on Funding / Price Analysis: The costs of this contract has been budgeted in the Capital Plan- Project 62023. This maximum amount of this agreement is \$767,192, of which 80% (\$613,754) is eligible for Federal Aid reimbursement. The current MWBE utilization is 22.9%. This is a FEDERAL AID job. PIN 0989.22.
Change in Contract from Prior Procurement: N/A.
Recommendation: (approve as submitted) Approve as Submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	00	Revenue		1	PWCAPCAP/62023/00003/002	\$ 767,192.00
Resp:	CAP	Contract:				\$ 0.00
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 613,754.00			\$ 0.00
Project #:	62023	State	\$ 0.00			\$ 0.00
Detail:	002	Capital	\$ 153,438.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 767,192.00		TOTAL	\$ 767,192.00
RENEWAL						
% Increase						

% Decrease			
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RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOUIS K. MCLEAN ASSOCIATES ENGINEERS & SURVEYORS, P.C.

WHEREAS, the County has negotiated a personal services agreement with Louis K. McLean Associates Engineers & Surveyors, P.C. for design and other related services in connection with the Long Beach East Signal Design project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Louis K. McLean Associates Engineers & Surveyors, P.C.



Nassau County Interim Finance Authority

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

1. Vendor: Louis K McLean Associates Engineers & Surveyors, PC

2. Dollar amount requiring NIFA approval: \$767192

Amount to be encumbered: \$767192

This is a New

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

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

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

3. Contract Term: 12 months to cloths out

Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

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

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

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? N

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

The purpose of this contract is to establish a personal services agreement between Nassau County and LKMA to provide design services for the project known as Long Beach East Signal Design in the amount of \$767,192 to be paid from capital project number 62023. This is a FEDERAL AID job. PIN 0989.22.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

CNOLAN

14-AUG-20

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

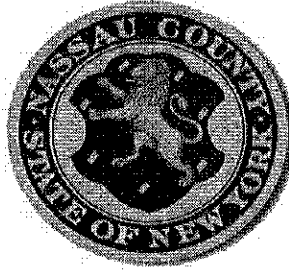
Date

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: L.K. McLean Associates Engineers & Surveyors, PC

CONTRACTOR ADDRESS: 437 South Country Road, Brookhaven, NY 11719

FEDERAL TAX ID #: 11-2667189

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

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

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

The Contract was entered into after a written request for proposals was issued on 10/28/2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday-10/28, 11/4, 11/11, 11/18 [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 11/25/2019 [date]. ⁸ [state #] proposals were received and evaluated. The evaluation committee consisted of: Harold Lutz, Director of Traffic Engineering; Christopher Paggl, Assistant Director of Traffic Engineering; Michael Hagan, TE III and Jeff Lindgren, TE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature



Date

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

Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

Vendor Disclosures

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

Name of Submitting Entity: Louis K McLean Associates Engineers & Surveyors, PC

Vendor's Address: 437 South Country Road Brookhaven NY US 11719

Vendor's EIN or TIN: 11-2667189

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
04/16/2020 10:57:54 AM

Lobbyist Registration and Disclosure Form:
04/29/2020 08:18:16 AM

Business History Form certified:
04/24/2020 12:41:36 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
04/16/2020 11:03:07 AM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]	04/29/2020 08:28:29 AM
Robert Steele, PE [RSTEELE@LKMA.COM]	04/16/2020 10:53:42 AM

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

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

CERTIFICATION

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

Raymond DiBiase, PE

Name

President/CEO

Title

Louis K McLean Associates Engineers & Surveyors, PC

Name of Submitting Entity

04/29/2020 08:30:13 AM

Date

Business History Form

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

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

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

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

Date: 02/20/2020

1) Proposer's Legal Name: Louis K McLean Associates Engineers & Surveyors, PC

2) Address of Place of Business: 437 South Country Road

City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 125571166

5) Federal I.D. Number: 112667189

6) The proposer is a: Corporation (Describe) _____

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

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

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

no conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

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

no conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
- We would notify the County if we became aware of any conflicts of interest or appearance of a conflict. For a construction inspection project we would also notify the County if we had a conflict of interest with the contractor performing the work.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

i) Date of formation;

01/01/1959

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

see attachment

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

2 File(s) Uploaded: Vendor Disclosure Statement Information.doc, Vendor Disclosure Statement Information.doc

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

see attachment

No officers and directors from this company have been attached.

1 File(s) Uploaded: Vendor Disclosure Statement Information.doc

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

90

vi) Annual revenue of firm;

13000000

vii) Summary of relevant accomplishments

see Attached

1 File(s) Uploaded: Technical Proposal.pdf

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

1 File(s) Uploaded: LKMA Engineering & Surveying Certs thru 2020.pdf

B. Indicate number of years in business.

69

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

see Attachment associated with Q-A (ii)

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	SCDPW		
Contact Person	William Hillman, PE		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4002		
Fax #			
E-Mail Address	william.hillman@suffolkcountyny.gov		

Company	NYSDOT		
Contact Person	Ken Murphy, PE		
Address	250 Veterans Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 952-6654		
Fax #			
E-Mail Address	ken.murphy@dot.ny.gov		

Company	LIRR		
Contact Person	Gus DaSilva		
Address	8840 164th Street		
City	Jamaica	State/Province/Territory	NY
Country	US		
Telephone	(718) 558-3731		
Fax #			
E-Mail Address	gdasilva@lirr.org		

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

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

CERTIFICATION

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Name of submitting business: Louis K McLean Associates Engineers & Surveyors, PC

Electronically signed and certified at the date and time indicated by:
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

President & CEO

Title

05/06/2020 10:51:40 AM

Date

Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Raymond G. DiBiase, P.E. (91)
President and Chief Executive Officer

Robert A. Steele, P.E. (8)
Executive Vice-President and Secretary/Treasurer

Shareholders:

Raymond G. DiBiase, P.E.
Robert A. Steele, P.E.
James L. DeKoning, P.E.

Board of Directors:

Raymond G. DiBiase, P.E., President
Robert A. Steele, P.E., Vice-President and Secretary/Treasurer
James L. DeKoning, P.E., Vice-President
Tamara L. Stillman, P.L.S., Assistant Secretary

Counsel:

L'Abbate, Balken, Colavita & Contini, LLP
1001 Franklin Avenue
Garden City, NY 11530

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

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

LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS PC
437 SOUTH COUNTRY ROAD
BROOKHAVEN, NY 11719-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2018 TO 12/31/2020.



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0014413

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

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

LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS PC
437 SOUTH COUNTRY ROAD
BROOKHAVEN, NY 11719-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
08/01/2017 TO 07/31/2020.



Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0014047

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

Date: April 3, 2020

To: Contract Procurement File
H61001-10C4
Louis K. McLean Associate Engineers & Surveyors, P.C.

From: Jane M Houdek *JMH*
DCCO

Re: Pending litigation by Town of Huntington

Louis K. McLean Associate Engineers & Surveyors, P.C. (LKMA) in response to the Department's request, provided the attached letter regarding a lawsuit commenced by the Town of Huntington against LKMA alleging breach of contract in designing a dock complex for the Town. The letter was provided subsequent to a meeting with the Department. The letter explains LKMA's position regarding the allegations in the Town's complaint.

At the meeting with the Department, LKMA explained that, despite the lawsuit, the Town of Huntington continues to award contracts to LKMA. Additionally, LKMA has provided numerous positive reference letters from municipal clients for whom the firm has designed docks, marinas and/or bulkheads. The volume of positive references far outweighs one allegation of poor work. Finally, LKMA has consistently performed quality work for the County on numerous projects.





Attorneys at Law

L'Abbate, Balkan, Colavita & Contini, L.L.P.

1001 Franklin Avenue, Garden City, New York 11530

T. 516.294.8844 F. 516.294.8202

www.lbcclaw.com

Daniel A. McFaul, Jr.
Partner
dmcfaul@lbcclaw.com

March 12, 2020

VIA EMAIL and REGULAR MAIL

jhoudek@nassaucountyny.gov

Jane M. Houdek, Esq.
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590-2723

Re: Louis K. McLean Associates Engineers & Surveyors, P.C.
LBCC File No. 3630-103257

Dear Ms. Houdek:

We represent Louis K. McLean Engineers & Surveyors, P.C. ("LKMA") in a recent lawsuit commenced by the Town of Huntington (the "Town") involving the design of the Woodbine Marina (the "Marina") in Northport, New York (the "lawsuit"). Pursuant to your request, this letter shall provide you with the background facts and circumstances involving the lawsuit. Please note that this letter is for the Nassau County Department of Public Works only and shall not be publically disseminated, nor is it intended to be used for the purposes of the lawsuit.

LKMA was retained by the Town pursuant to a written agreement in August, 2011 to provide professional design services for the reconstruction of the Marina. LKMA prepared its final design after several design changes were made at the direction of the Town Engineering Department. The final design, including the Town's directed changes, was approved by the Town Engineering Department.

According to the Town, in approximately 2016 or prior, the Marina sustained damage as a result of several winter storms. In an effort to assist the Town in addressing the damage sustained, LKMA provided additional design services at no cost which included the installation of wave screens at the entrances to the slips at the Marina. Thereafter, in December 2017, the Town sought additional input from LKMA regarding various options to protect the Marina including the installation of wave attenuators, wave screens and even a new fishing pier with gazebo. Despite receiving comment from LKMA at that time, the Town took no affirmative steps to implement any of those proposals. Since that time, it is alleged that the Marina has sustained further damage as a result of additional winter storms.

In March, 2019, the Town filed a Summons with Notice commencing a lawsuit against both LKMA and the dock manufacturer, Bellingham Marine. Upon learning of the filing of the lawsuit, even before being served, we reached out to the Town, on behalf of LKMA, to request a

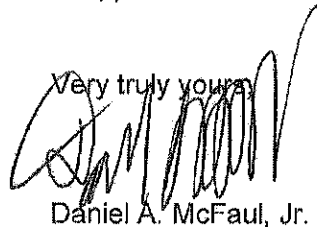
meeting with the Town. The purpose of the meeting was to address the Town's concerns, educate the Town as to the development of LKMA's design (since the allegations in the lawsuit suggest that the Town forgot or was unaware of how the design came to fruition) and to reemphasize LKMA's continued willingness to work with the Town to resolve the issue. Following the meeting, we spoke to counsel for the Town and, once again, reiterated that LKMA was willing to continue to work toward a resolution, to which the Town's counsel was receptive.

Approximately 120 days after the Summons with Notice was filed, the Town served the Summons with Notice upon LKMA as statutorily required. In response, we served a Demand for the Complaint and the Town requested an extension of time to serve the Complaint until January 15, 2020. In the interim, we continued to engage in preliminary resolution discussions with counsel for the Town and counsel for Bellingham. Despite these discussions, the Town ultimately filed its Complaint. Immediately after filing the Complaint, counsel for the Town inquired if LKMA was still interested in engaging in resolution discussions. We responded in the affirmative. However, in order to protect LKMA's interests, we filed an Answer on behalf of LKMA denying the material allegations alleged against LKMA asserted in the Complaint and asserted various affirmative defenses. Since the filing of LKMA's Answer, we have continued to engage in discussions with the Town and recently conducted an inspection of the Marina. While we cannot disclose the contents of any actual resolution discussions, since all said discussions and conversations are confidential, the above is a narrative of the history of the ongoing discussions between the parties in an effort to bring closure to this matter. To this end and based on LKMA's relationship with the Town, LKMA declined to give any comment in response to the media requests arising from the article in *Newsday* reporting on the lawsuit.

As evidence of the continued strong professional relationship that continues between the Town and LKMA, LKMA has been awarded three separate surveying projects for the Town since the date that the Summons with Notice was filed in March, 2019. In addition, as recently as last week, the Town sent a Request for Proposal to LKMA for a fourth surveying project.

If you have any questions or wish to discuss this further, please feel free to contact me.

Very truly yours,



Daniel A. McFaul, Jr.

DAM:gd



Town of
Brookhaven
Long Island

Edward P. Romaine, Supervisor

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: L.K. McLean Associates, PC Recommendation by Town of Brookhaven Parks Department

Dear Ms. Houdek,

The Town of Brookhaven has engaged L.K. McLean Associates, PC (LKMA) for many marine construction projects over the last 10+ years and to this day is working with them on a handful of projects on our numerous coastlines. They have provided quality professional engineering needed to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed and managed the construction of projects such as: Port Jefferson Marina Annex, Sandspit Marina & Ferry Terminal, Davis Park Marina (Fire Island), the Pines Marina & Ferry Dock, Cherry Grove Pier, Pine Neck Boat Ramp, and Bellhaven Jetty Reconstruction (2020).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, conduct damage assessments/reports, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were integral to us receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been pleased with the work LKMA has provided to the Town.

Respectfully,

Edward P. Morris
Commissioner

EPM:lm

Department of Parks, Recreation & and Sports, and Cultural Resources
Edward P. Morris, Commissioner
286 Hawkins Road • Centereach • NY 11720 • Phone (631) 451-6100
Administration Fax (631) 451-6980 • Recreation Fax (631) 451-6125
www.brookhaven.org

Department of Municipal Works
116 HAMPTON ROAD
SOUTHAMPTON, NY 11968

Phone: (631) 702-1750
Fax: (631) 287-1530

TOWN OF SOUTHAMPTON



JAY SCHNEIDERMAN
TOWN SUPERVISOR

CHRISTINE FETTEN, P.E.
DIRECTOR OF MUNICIPAL WORKS
PETER GAUDIELLO
FACILITIES MAINTENANCE SUPERVISOR
THOMAS F. NEELY
TRAFFIC SAFETY DIRECTOR
EDWARD THOMPSON, JR.
WASTE MANAGEMENT SUPERVISOR

March 7, 2020

Jane M. Houdek, Attorney, Public Works
Nassau County Department of Public Works
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C (LKMA)

Dear. Ms. Houdek,

In my position, as Director of Municipal Works at the Town of Southampton, I have had many occasions to work with LKMA to bring projects from concept stage to completion of construction. I have always found LKMA to have a high level of professionalism and technical expertise in the marine infrastructure as well as highway improvement projects that I have had the opportunity to work with them on.

In 2018 the Town completed the renovation of the Old Ponquogue Fishing Piers that were substantially damaged by Hurricane Sandy. The project required multi-agency permitting, and coordination. The project was challenging due to the dynamic environment and proximately to the Shinnecock inlet and associated swift tidal change. Following completion of the fishing pier project, LKMA was contracted to develop plans and specifications to renovate the pedestrian approaches to the fishing piers. The improvements were completed by the fall of 2019 and the community was once again able to enjoy the vistas, scuba, and fishing opportunities provided by the Old Ponquogue Fishing Piers.

In 2019, the Town released a Request for Proposals for the rehabilitation to the Shinnecock Commercial Fishing Dock. This is the Town's only commercial fishing dock. Design elements includes, addressing a failing bulkhead, aging electrical infrastructure, dredging design and rehabilitation of the parking and storage areas. The location of this commercial fishing dock, is vulnerable to coastal storms, so resiliency is an important aspect of design. LKMA was awarded this design contract and has developed the project plans and regulatory permit applications.

I have also had the opportunity to work with LKMA on a number of other types of civil engineering projects including pedestrian safety projects and building renovation projects. My experience has been positive, and professional, with timely response and addressing of any issues and/or questions pertaining to the project. If you require additional discussion, please feel free to call me at 631-766-4939.

Sincerely,

Christine Fetten, P.E.
Town Engineer



TOWN OF ISLIP

DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS

Angie M. Carpenter, Supervisor
Thomas Owens, Commissioner

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: L.K. McLean Associates, PC Recommendation

Dear Ms. Houdek,

The Town of Islip has used L.K. McLean Associates, PC (LKMA) for numerous marine construction projects over the last 15 years and continues to rely on them to provide professional engineering services to upgrade, assess and maintain our facilities. L.K. McLean Associates has designed projects such as: Bay Shore Marina Exterior Bulkhead and Boardwalk (2009); Maple Street Dock Marina (2008); East Islip Marina (2013); Atlantique Marina dock and electrical repairs (2013); Maple Avenue Dock Reconstruction (2014) and Bayport Beach Breakwater (2018).

It is notable that subsequent to Superstorm Sandy, LKMA was called on to assess the damages to many of our marinas, prepare expedited plans to restore the marinas to safe operation and inspect the reconstruction / repair of the various facilities. LKMA's services during that challenging time were critical to receiving FEMA reimbursement and re-opening of the facilities to the public.

We have been satisfied with the work LKMA has provided to the Town.

Very truly yours,

Harry Sundin,
Deputy Commissioner



INCORPORATED VILLAGE OF OCEAN BEACH

POST OFFICE BOX 457
OCEAN BEACH, NEW YORK 11770-0457
TEL: (631) 583-5940 FAX: (631) 583-7597
www.villageofoceabeach.org

JAMES S. MALLOTT *Mayor*
MATTHEW M. BLAKE, *Deputy Mayor*
DAWN L. HARGRAVES, *Trustee*
CHRISTOPHER F. NORRIS, *Trustee*
BRIAN C. POWER, *Trustee*

STEVEN W. BRAUTIGAM, *Clerk/Treasurer*
KEVIN J. SCHELLING, *Superintendent of Public Works*

March 9, 2020

Jane M. Houdek, Attorney Public Works
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: Letter of Recommendation LKMA

Dear Ms. Houdek,

L.K. McLean Associates, PC has provided architectural, engineering design, construction administration and inspection services on several recent projects for the Village of Ocean Beach. Some of these projects include:

- **Reconstruction of the Ocean Beach Ferry Terminal (Phase 1)** - This project was federally funded under the ferry boat discretionary program and it involved the reconstruction of a majority of the ferry basin's bulkheads, passenger boardwalks and freight dock. This project was successfully completed in the spring of 2017 and LKMA's efforts on this project allowed the Village to be reimbursed for the full amount the grant. This was a \$2.3 million construction project. LKMA provided design and CI/CA in accordance with NYSDOT requirements.
- **Reconstruction of the Ferry Terminal Building** - LKMA provided architectural and engineering design services for a new 7,500 sf ferry terminal building. This project was successfully completed in 2018 and was a \$5 million construction project. In addition to design services, LKMA provided construction inspection and administration services and assisted the Village in the efforts to get the project reimbursed by FEMA.
- **North Side Bulkheads** - LKMA provided engineering design, permitting and inspection services for the replacement of 400 feet of deteriorated bulkhead. The projects were completed in 2017 at a cost of approximately \$600,000.

We have been satisfied with the professional services LKMA has provided and find them to be a qualified, responsive and conscientious firm that we continue to work with to help maintain the essential marine facilities in our Village.

Very truly yours,

Steven W. Brautigam,
Village of Ocean Beach Clerk/Treasurer



Michael D. Sarlo, Chief
Accredited Police Agency

**TOWN OF EAST HAMPTON
POLICE DEPARTMENT**

Marine Division
131 Wainscott Northwest Road
P.O. Box 909
Wainscott, NY 11975-0909



Edward Michels
Chief
Harbormaster
631-537-6863
Fax-631-537-6833

March 13, 2020

Jane M. Houdek, Attorney, Public Works
Nassau County Department of Public Works
1194 Prospect Avenue, Westbury NY 11590

Re: L.K. McLean Associates, P.C. (LKMA)

Dear Ms. Houdek,

As the Harbormaster for the Town of East Hampton, I have worked with LKMA for several years on various types of successful projects. I have found that LKMA brings a broad range of professional engineering knowledge and municipal support to each project. My experience is that they are very responsive and possess a high level of technical expertise in the marine infrastructure as well as other architectural and engineering improvement projects.

We are currently contracted with LKMA on a bulkhead replacement project at the Head of the Harbor in Three Mile Harbor. LKMA designed, permitted, issued bid documents and is providing construction support for the replacement of 675 feet of bulkhead. The project also entails utility upgrades, mooring pile replacement and boardwalk replacement. The project required multi-agency permitting, and coordination.

I have also had the opportunity to work with LKMA on a number of other types of architectural and site improvement projects at the East Hampton Police Headquarters and building renovation projects. I plan to continue using LKMA on our upcoming marine infrastructure improvements, which include but is not limited to the design of a small boat ramp and dock improvements at the Montauk commercial fishing docks.

My experience with LKMA has been positive and professional and we will continue to work with their firm.

Respectfully,

Ed Michels
Chief Harbormaster
Town of East Hampton



TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: EAST ISLIP MARINA

CLIENT REFERENCE: THOMAS OWENS, COMMISSIONER
TOWN OF ISLIP DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS
631-224-5414



Provided survey & engineering services relative to the replacement of 1,300 linear feet of timber bulkhead with vinyl bulkhead. In addition to a new bulkhead, the project included the replacement of the existing boardwalks with IPE (ironwood) decking, new electrical power posts, new water service, new park benches and decorative pedestrian lighting. The project also included dredging the interior of the marina where necessary. Permits obtained by LKMA included NYS DEC, US Army Corps, and NYS Department of State. Soil investigations, site survey, and bulkhead structural analyses were all performed by LKMA staff.

- MARINA RECONSTRUCTION
- VINYL BULKHEAD & IPE DECKING
- ELECTRIC AND WATER UTILITY UPGRADES
- MAINTENANCE DREDGING
- 2013 COMPLETION
- \$2 MILLION CONSTRUCTION COST



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TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

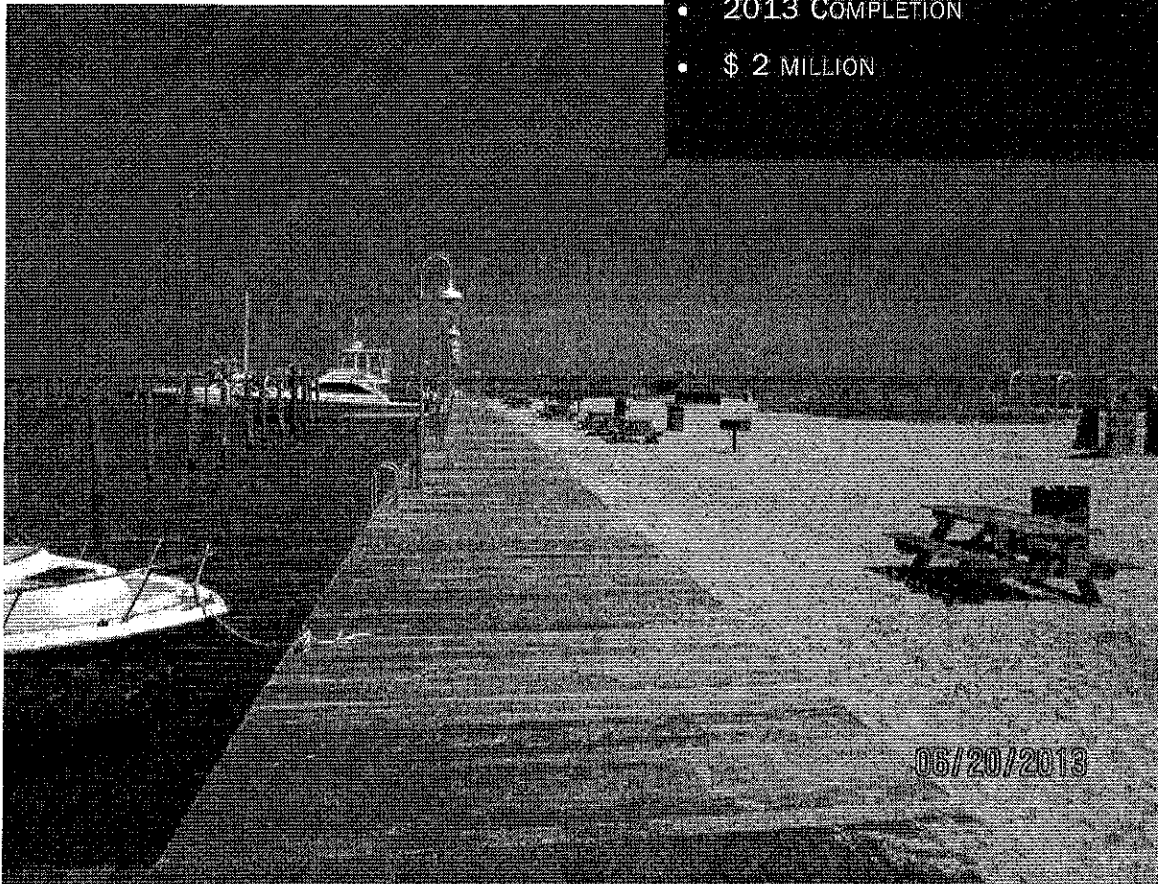
**PROJECT NAME: ATLANTIQUE BEACH & MARINA
FIRE ISLAND, TOWN OF ISLIP**



CLIENT REFERENCE: HARRY SUNDEN, DEPUTY COMMISSIONER
TOWN OF ISLIP DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS
631-224-5430

In response to the destruction caused by Hurricane Sandy, LKMA provided a damage assessment report, final contract bid documents and construction inspection for the extensive repairs that were necessary to re-open the Town of Islip facility to the public before Memorial Day 2013. Repairs included 550 feet of bulkhead replacement, complete replacement of the dock's electrical system, boardwalk reconstruction and repairs to existing comfort stations.

- BULKHEAD REPLACEMENT
- ELECTRIC UPGRADES
- BOARDWALK RECONSTRUCTION
- 2013 COMPLETION
- \$ 2 MILLION



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TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: BAY SHORE MARINA BULKHEAD REPLACEMENT GREAT SOUTH BAY, TOWN OF ISLIP

CLIENT REFERENCE: HARRY SUNDEN, DEPUTY COMMISSIONER
TOWN OF ISLIP DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS
631-224-5430



Provided survey & engineering services relative to the replacement of 2,150 linear feet of timber bulkhead with steel sheet bulkhead. Project was completed in two separate construction contracts. In addition to a new bulkhead, the project included new boardwalks with IPE (ironwood) decking, new park benches and decorative pedestrian lighting. Permits obtained by LKMA included NYSDEC, US Army Corps, and NYS Department of State. Soil investigations, site survey, and bulkhead structural analyses were all performed by LKMA staff. Economic analyses of various types of bulkhead designs were provided to the Town for their review.

- BULKHEAD DESIGN
- BOARDWALK REPLACEMENT
- PERMITTING
- CONSTRUCTION INSPECTION / ADMINISTRATION
- 2009 COMPLETION
- \$ 3.5 MILLION



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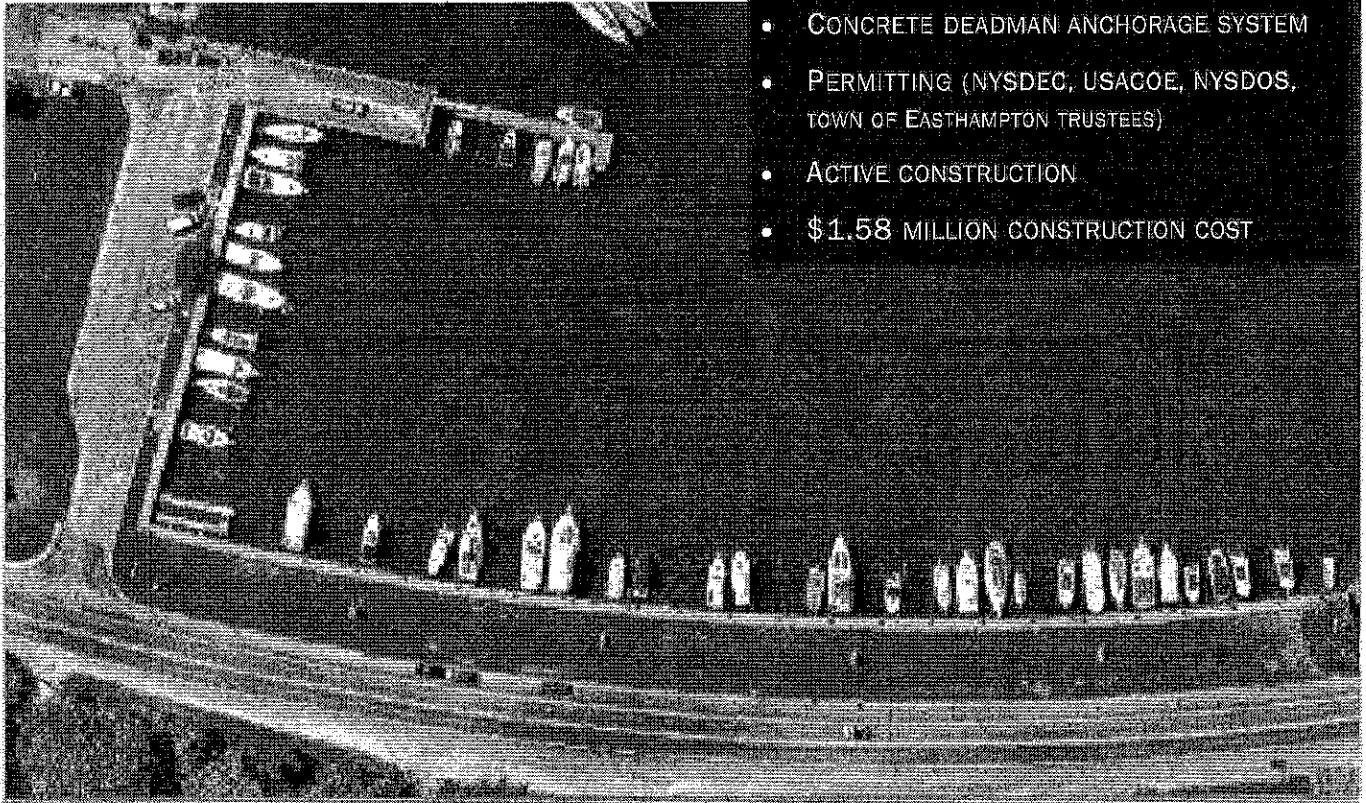
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: THREE MILE HARBOR MARINA IMPROVEMENTS

CLIENT REFERENCE: ED MICHELS
TOWN OF EAST HAMPTON
631-537-6863



Provided survey, engineering and permitting services relative to the replacement of 675 linear feet of timber bulkhead with a new composite bulkhead and a pile supported boardwalk with 4,700 square feet of composite decking. Permits obtained by LKMA include NYSDEC, US Army Corps, NYS Department of State and Town of Easthampton Trustees. Topographic survey, permitting, bulkhead structural analysis and site design were all performed by LKMA staff. Project included bulkhead replacement, and utility restoration to marina.



- COMPOSITE BULKHEAD & COMPOSITE DECKING
- ELECTRIC AND WATER UTILITY UPGRADES
- CONCRETE DEADMAN ANCHORAGE SYSTEM
- PERMITTING (NYSDEC, USACOE, NYSDOS, TOWN OF EASTHAMPTON TRUSTEES)
- ACTIVE CONSTRUCTION
- \$1.58 MILLION CONSTRUCTION COST

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TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

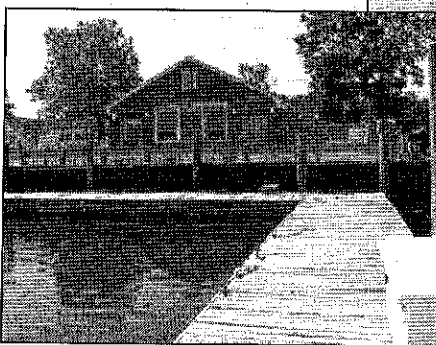
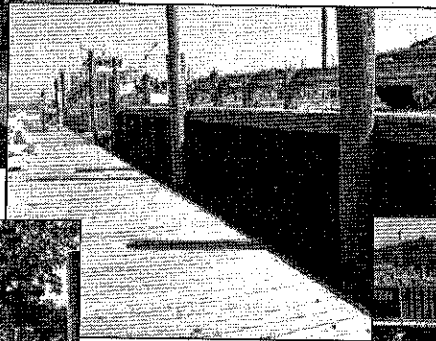
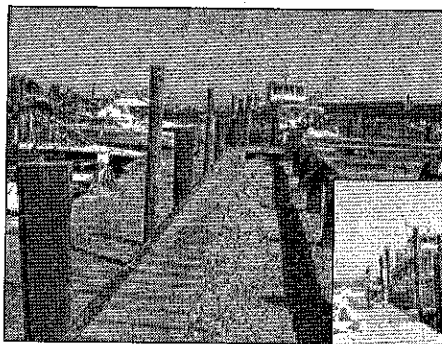
**PROJECT NAME: PORT JEFFERSON MARINA BULKHEAD REPLACEMENT
MARY BAYLES PARK & WEST ANNEX**

CLIENT REFERENCE: EDWARD MORRIS, COMMISSIONER
TOWN OF BROOKHAVEN DEPARTMENT OF PARKS
631-451-6140



The Town of Brookhaven hired LKMA to prepare permit drawings for the replacement of two sections (totaling 350 linear feet) of old steel bulkhead situated within the Port Jefferson Marina. The project required separate NYSDEC Tidal Wetland approvals and was bid separately. The Contractor (for both projects) removed the existing steel bulkhead system and installed a fiberglass sheet pile (Mary Bayles Park @ Danfords) and marine grade steel sheet pile (West Annex). Any and all electrical distribution lines were temporarily removed and replaced once the bulkhead installations were complete. During the five month construction schedule, the project required coordination with the existing ferry company, party-boat vendor (Martha Jefferson), Danfords Restaurant and the general public using the parking lot facility. All construction was completed without incident, on-time and within the project's budget (\$525,000). LKMA prepared the permit package, bid specifications and construction drawings for each of the two marine construction projects and provided construction management and support services during the construction of the project.

- BULKHEAD REPLACEMENT
- TIDAL WETLANDS
- ELECTRICAL WORK
- PERMITTING / BID SPECS
- CONSTRUCTION MANAGEMENT
- 2007 COMPLETION
- \$525,000



The photographs above depict the new bulkhead systems installed at the two locations along the Port Jefferson Marina Facility.

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(631) 286-8668

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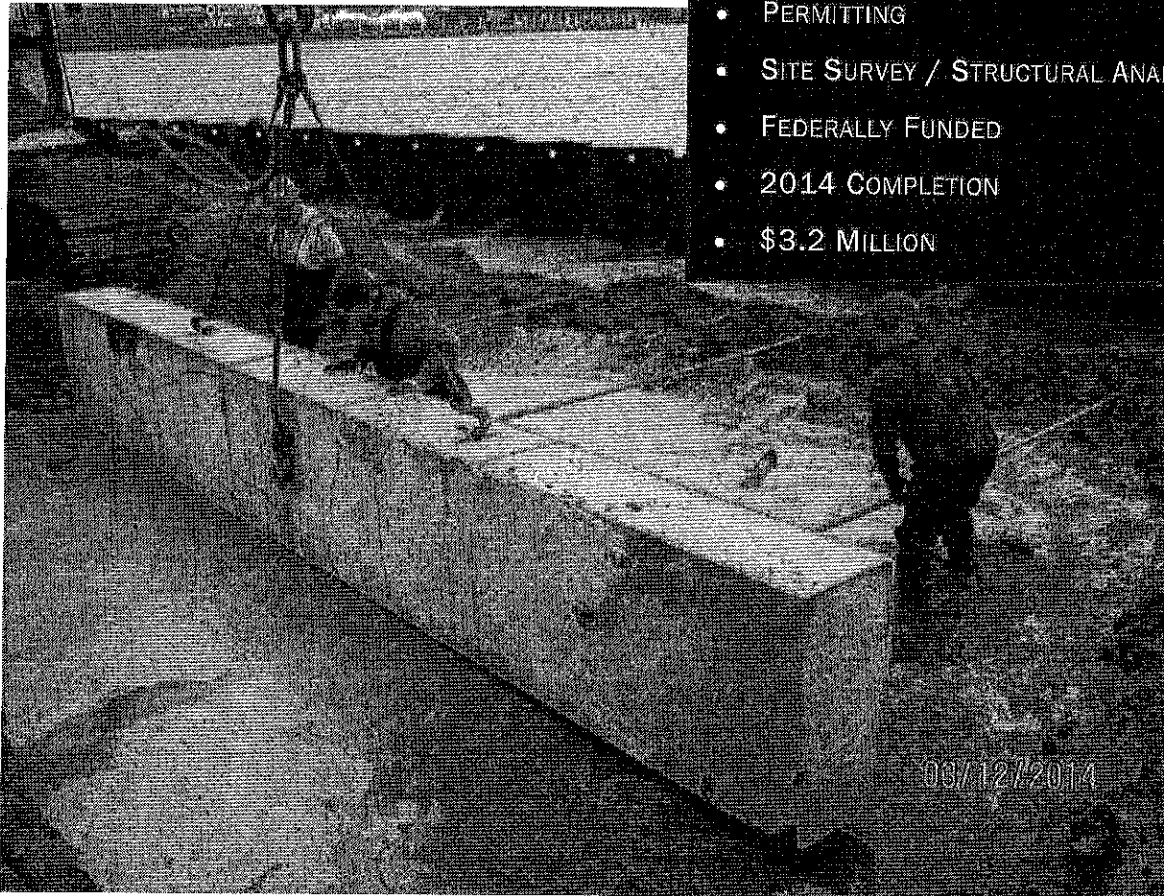
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: MAPLE AVENUE DOCK BULKHEAD REPLACEMENT BAY SHORE, TOWN OF ISLIP

CLIENT REFERENCE: HARRY SUNDEN, DEPUTY COMMISSIONER
TOWN OF ISLIP DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS
631-224-5430



Provided survey & engineering services relative to the replacement of 1,640 linear feet of timber bulkhead with the proposed epoxy coated steel bulkhead. Alternative designs were developed and presented to the Town of Islip including both vinyl and steel sheet bulkhead. Permits obtained by LKMA include NYSDEC, US Army Corps, and NYS Department of State. Site survey and bulkhead structural analyses were all performed by LKMA staff. Project was federally funded under the FHWA Ferry Boat Discretionary Grant Program and was administered by the NYSDOT. LKMA prepared the NYSDOT approved Design Approval Document (DAD), contract documents using State approved specifications and construction inspection and administration services in conformance with NYSDOT specifications and procedures.



- TIMBER BULKHEAD REPLACEMENT
- PERMITTING
- SITE SURVEY / STRUCTURAL ANALYSIS
- FEDERALLY FUNDED
- 2014 COMPLETION
- \$3.2 MILLION

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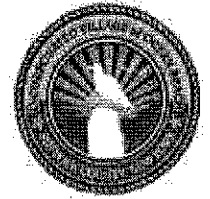




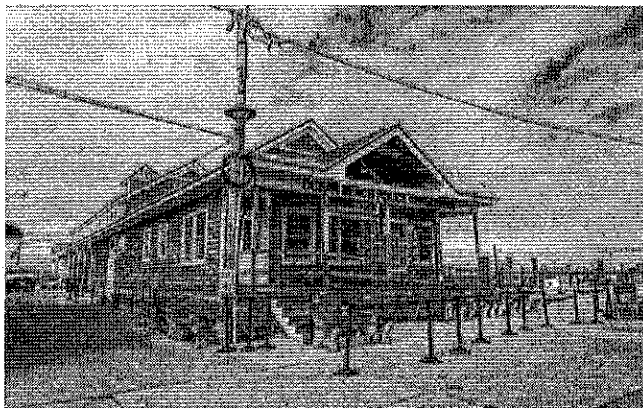
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: OCEAN BEACH FERRY TERMINAL RECONSTRUCTION

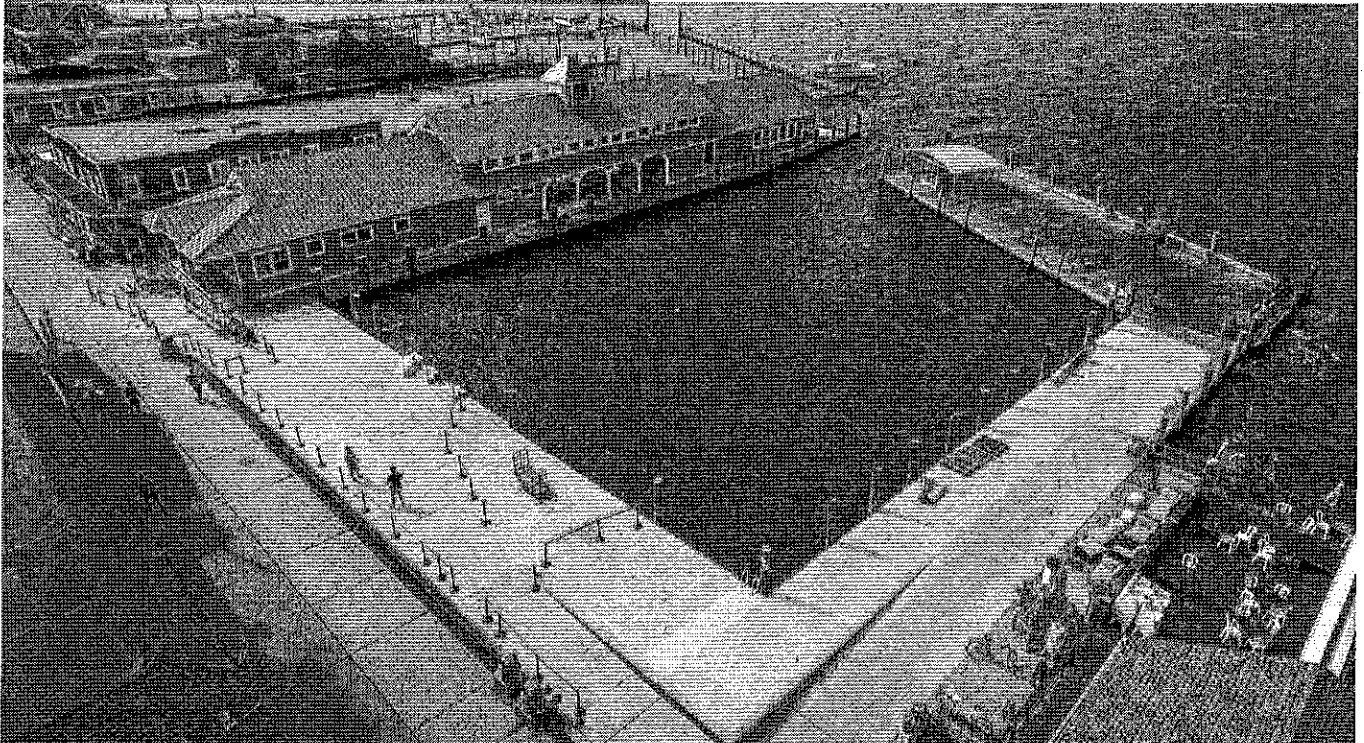
CLIENT REFERENCE: STEVEN BRAUTIGAM, CLERK/TREASURER
VILLAGE OF OCEAN BEACH
631-583-7597



Subsequent to the destruction caused by Superstorm Sandy, LKMA provided the site survey, marine engineering, site and civil engineering, architectural design and construction support services for a two phase ferry terminal construction project. The first phase of the project included reconstruction of the entire ferry basin including bulkhead replacement and new precast concrete freight docks. The second phase included a new ferry terminal building designed to meet FEMA requirements. The Ferry Terminal acts as the gateway for over 500,000 visitors coming to the Village each year.



- NEW FERRY TERMINAL BUILDING
- FREIGHT & PASSENGER FERRY DOCKS
- STEEL BULKHEAD DESIGN
- PRECAST CONCRETE FREIGHT DOCK
- 2018 COMPLETION
- \$7.3 MILLION CONSTRUCTION COST



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TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: RECONSTRUCTION OF THE CHERRY GROVE FILLED PIER AND FERRY DOCK

CLIENT REFERENCE: EDWARD MORRIS, COMMISSIONER
TOWN OF BROOKHAVEN DEPARTMENT OF PARKS & RECREATION
631-451-6140



Provided survey, engineering and permitting services relative to the installation of approximately 592 linear feet of steel sheeting directly in front of the existing steel sheeting forming the perimeter of the solid fill pier and the installation of 70 linear feet of cantilevered steel sheeting at the south end of the pier. The new fill pier was surfaced with approximately 6,200 square feet of IPE decking. The proposed design involved modifying the existing layout of the Filled Pier and Ferry Dock to improve the overall functionality of the dock and improve public safety. The modifications to the existing layout include demolition of the existing freight dock and constructing a new freight dock approximately 78' south of its existing location. Additionally, a new 700 square foot pile supported boardwalk was constructed along the east side of the pier to provide additional storage for freight.



- MARINE CONSTRUCTION
- SURVEYING
- BULKHEAD REPLACEMENT
- IPE DECKING
- EXPEDITED SCHEDULE
- 2019 COMPLETION
- \$2.86 MILLION CONSTRUCTION COST

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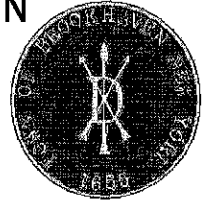




TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

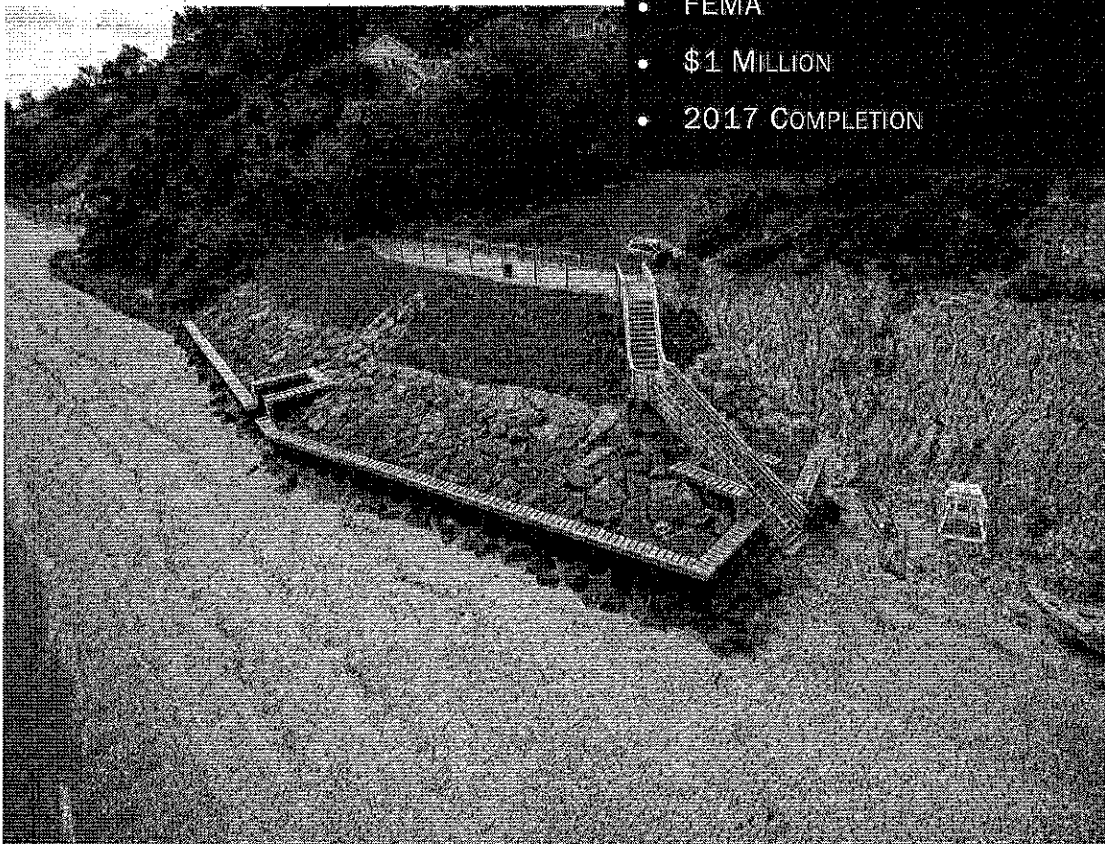
PROJECT NAME: FRIENDSHIP DRIVE SHORELINE STABILIZATION

CLIENT REFERENCE: STEVE TRICARICO
DEPUTY SUPERINTENDENT OF HIGHWAYS
TOWN OF BROOKHAVEN
631-451-9242



Immediately after Super Storm Sandy, LKMA prepared damage assessment reports for the Town of Brookhaven's Highway Department at the Friendship Drive Road ending in Rocky Point. The work included working closely with the Town's Department of Public Safety and consultants (AIDRC) working for the Federal government (FEMA). Our office supported the scope of work that was prepared to obtain funding for the shoreline stabilization project. LKMA prepared all design documents and secured all environmental permits needed to construct the shoreline stabilization project. The project included the installation of a cantilevered steel bulkhead, armor stone revetment, upland plantings; and new stormwater quality treatment system.

- SHORELINE STABILIZATION
- STORMWATER QUALITY TREATMENT SYSTEM
- ENVIRONMENTAL PERMITTING
- BULKHEADING
- FEMA
- \$1 MILLION
- 2017 COMPLETION



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TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: BAYPORT BEACH BREAKWATER AND DREDGING

CLIENT REFERENCE:

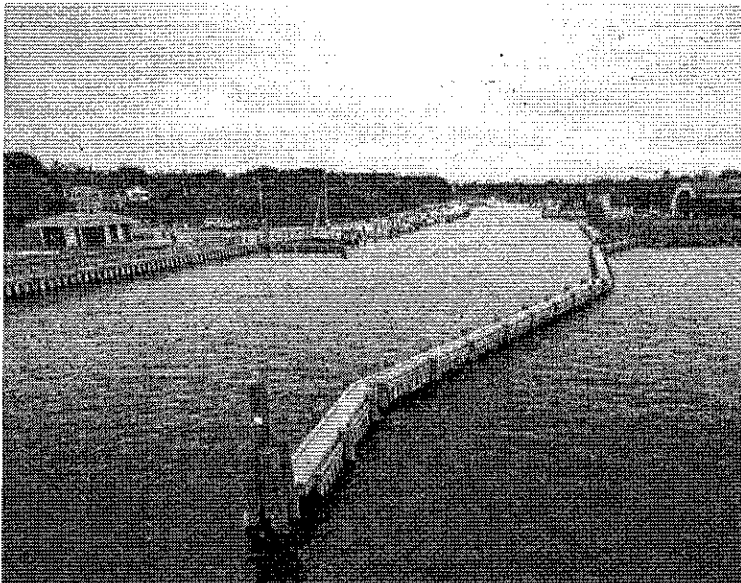
THOMAS OWENS, COMMISSIONER

TOWN OF ISLIP DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS

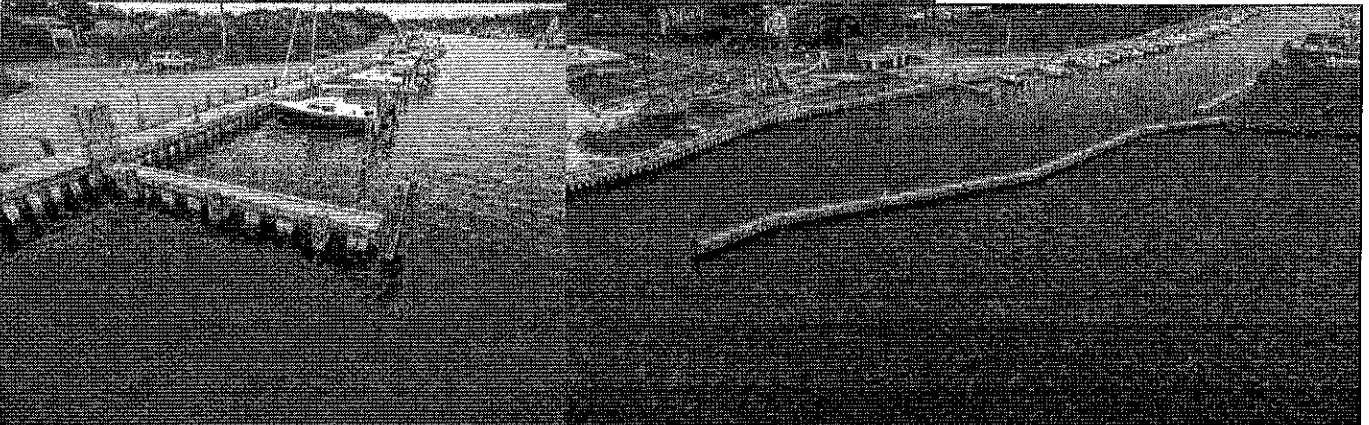
631-224-5414



Provided bathymetric survey and engineering design and construction services for a new 330' long breakwater consisting of timber piles wales and vinyl sheeting. The new breakwater replaced a failed fill pier and restored protection of the upland marina from Great South Bay waves. An important component of the project included dredging the channel to a minimum depth of 6 feet at low tide. Permits obtained by LKMA included NYSDEC, US Army Corps, and NYS Department of State. In order to obtain permits for the dredging aspect of the project, LKMA developed dredging plans and a Sediment Sampling and Analysis Plan that was reviewed and approved by the NYSDEC Materials Division. Soil investigations, site survey, permitting and breakwater structural analyses were all performed by LKMA staff. Project construction cost was \$515,000 million.



- MARINE CONSTRUCTION
- BREAKWATER / WAVE SCREEN DESIGN
- DREDGING
- 2018 COMPLETION
- \$515,000 CONSTRUCTION COST



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TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

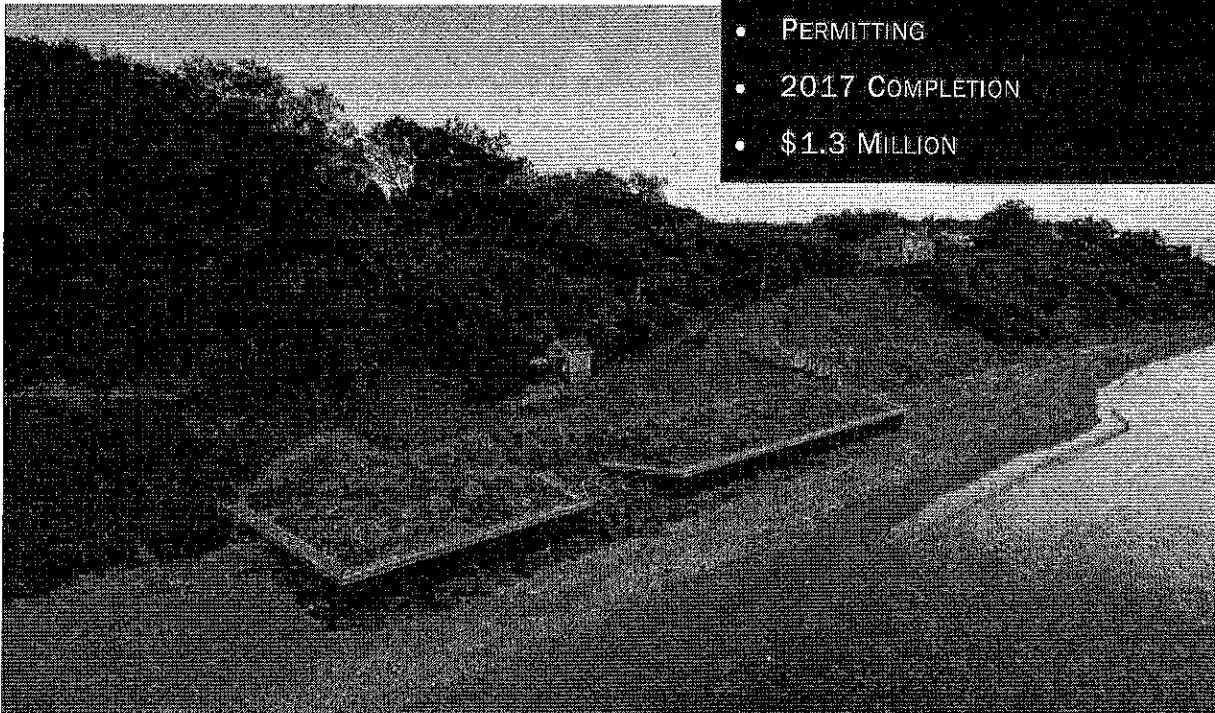
PROJECT NAME: GULLY LANDING SHORELINE STABILIZATION

CLIENT REFERENCE: STEVE TRICARICO, DEPUTY SUPERINTENDENT
TOWN OF BROOKHAVEN DEPARTMENT OF HIGHWAY
631-451-9242



Immediately after Super Storm Sandy, LKMA prepared damage assessment reports for the Town of Brookhaven's Highway Department at the Gully Landing Road ending in Miller Place. The work included working closely with the Town's Department of Public Safety and consultants (AIDRC) working for the Federal government (FEMA). Our office supported the scope of work that was prepared to obtain funding for the shoreline stabilization project. LKMA prepared all design documents and secured all environmental permits needed to construct the shoreline stabilization project. The project included the installation of a cantilevered steel bulkhead, armor stone revetment, upland plantings; and new stormwater quality treatment system.

- SHORELINE STABILIZATION
- FEMA
- CANTILEVERED BULKHEAD
- STORMWATER QUALITY TREATMENT SYSTEM
- PERMITTING
- 2017 COMPLETION
- \$1.3 MILLION



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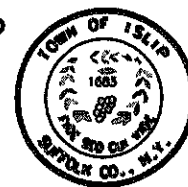




TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

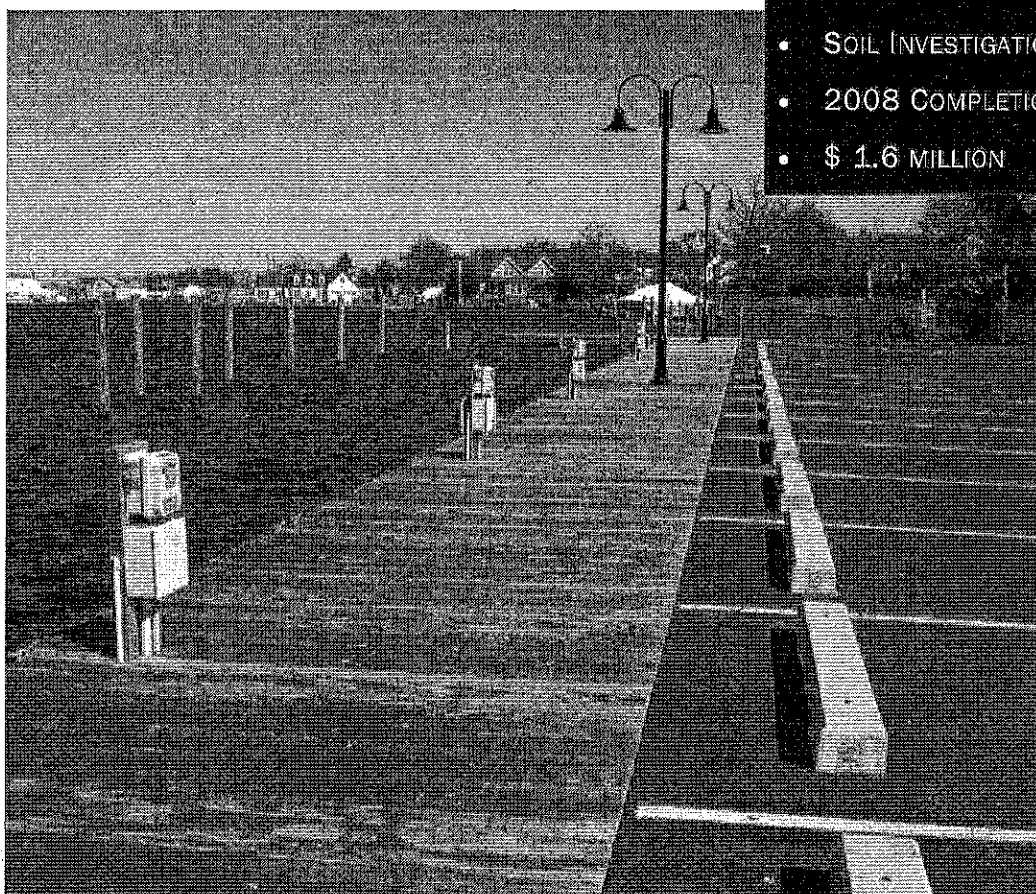
PROJECT NAME: MAPLE STREET DOCK BULKHEAD & UTILITY IMPROVEMENTS, BAY SHORE, TOWN OF ISLIP

CLIENT REFERENCE: HARRY SUNDEN, DEPUTY COMMISSIONER
TOWN OF ISLIP DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS
631-224-5430



Provided survey & engineering services relative to the rehabilitation of the existing 56 slip marina located at the west end of Maple Street in the Town of Islip. Proposed improvements include replacement of 1,200 linear feet of timber bulkhead with navy style vinyl sheet bulkhead, boardwalk structure with composite decking, upgrade of the existing shore power receptacles, and upgrade of the existing water utilities. A unique aspect of the proposed design was the replacement of the existing earthfill pier and timber bridgeways in conformance with the DEC regulations. LKMA provided plans and inspection services for the reconstruction of the asphalt parking lot and stormwater treatment system. Permits obtained by LKMA include NYS DEC, US Army Corps, and NYS Department of State. Soil investigations, site survey, electrical and bulkhead structural analyses were all performed by LKMA staff.

- TIMBER BULKHEAD REPLACEMENT
- DEC CONFORMANCE / PERMITTING
- CONSTRUCTION INSPECTION
- SOIL INVESTIGATIONS / SITE SURVEY
- 2008 COMPLETION
- \$ 1.6 MILLION



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TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

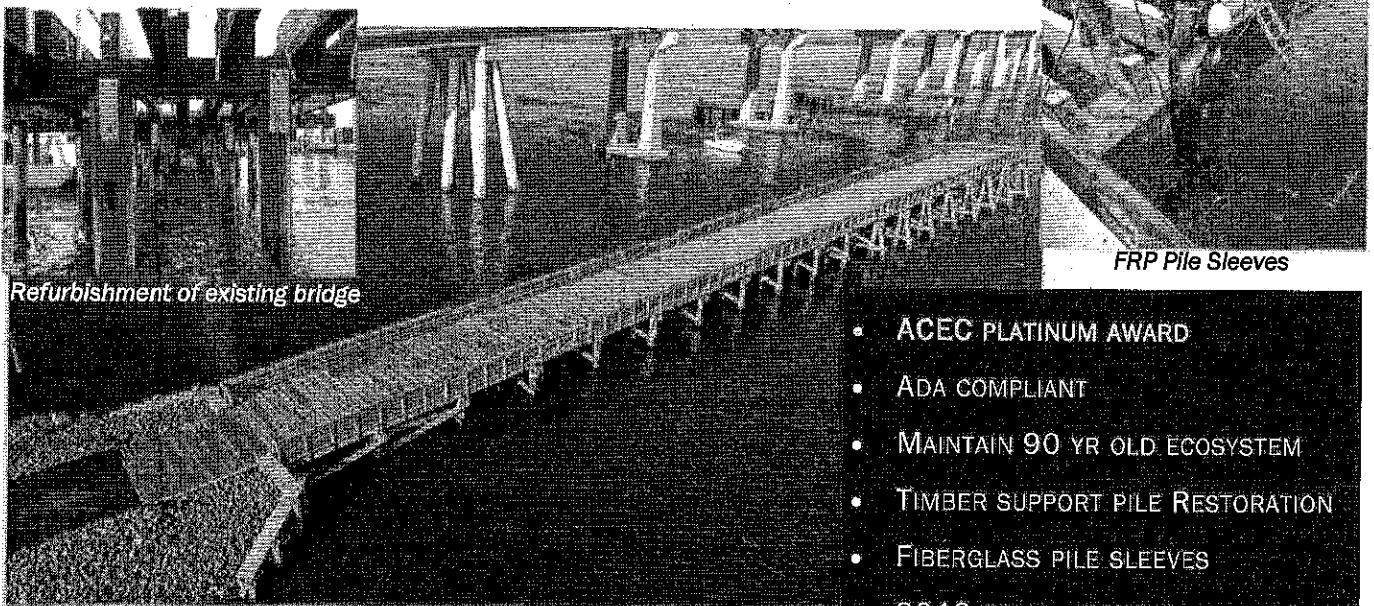
PROJECT NAME: OLD PONQUOGUE BRIDGE & PIER RESTORATION

CLIENT REFERENCE: CHRISTINE FETTEN, PE
TOWN OF SOUTHAMPTON
631-702-1750



Project required design solutions for restoration of the Old Ponquogue Bridge constructed in 1930. This bridge was once a drawbridge connecting the mainland to the Atlantic Ocean barrier beach in Hampton Bays and was used until 1986 when a modern concrete bridge was constructed to replace it. After 1986, the drawbridge portion of the bridge was removed and the piers were left for the public to enjoy recreational activities such as fishing, diving and sightseeing. Since the original construction, the wood pilings have created one of the most diverse underwater ecosystems along the Long Island Shoreline. The south pier is considered Long Island's premier dive location.

The objective of the restoration was to save as much of the 1920's bridge design as possible. On the south pier, closely spaced IPE tropical hardwood decking was chosen to mimic the original bridge deck's sunlight/shading. Restoring the existing deteriorated timber piles included the use of fiberglass pile sleeves with epoxy fill preserve. Using divers, pile sleeves were placed from 2 feet below the mudline to 2 feet above the high water level. The north side's height above the water was substantially lower. To allow sunlight to penetrate to the bay bottom, an aluminum ADA compliant grate decking was incorporated into the design. The grate decking also was designed so that tidal fluctuations do not create uplift forces mitigating potential damage from tidal surges. The refurbishment design replaced all structural connections on the north and south piers.



Refurbishment of existing bridge

FRP Pile Sleeves

- ACEC PLATINUM AWARD
- ADA COMPLIANT
- MAINTAIN 90 YR OLD ECOSYSTEM
- TIMBER SUPPORT PILE RESTORATION
- FIBERGLASS PILE SLEEVES
- 2019 COMPLETION
- \$2 MILLION CONSTRUCTION

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TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: SOUTHAMPTON SHINNECOCK COMMERCIAL FISHING PIER

CLIENT REFERENCE: KRISTEN DOULOS, TOWN PARKS DIRECTOR
TOWN OF SOUTHAMPTON
631-728-8585



This project entailed the inspection, design, survey and environmental permitting for renovation of a 20-slip commercial fishing dock. In-house certified divers performed an underwater structural inspection of the existing wooden pilings to assess damage caused by marine borers. Based on field observations the project was designed to include the installation of 27 new steel mooring piles, 600 linear feet of timber fender system, dredging of 250 yards of sediment, decking repairs and provision for electric service out along the pier. Additional project elements included the design and construction of a new Dock Masters Building, improvement of site storm water drainage, installation of site lighting and security surveillance system, and landscaping with beach grass.

- DESIGN, SURVEY, INSPECTION
- ENVIRONMENTAL PERMITTING
- UNDERWATER INSPECTIONS
- MOORING PILES/TIMBER FENDING
- STORMWATER DRAINAGE
- SITE LIGHTING



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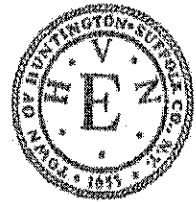




TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: HALESITE MARINA IMPROVEMENTS

CLIENT REFERENCE: ED PARRISH, PE
TOWN OF HUNTINGTON
516-903-2648



Provided survey, engineering and permitting services relative to the replacement of 410 linear feet of timber bulkhead with a new proposed epoxy coated steel bulkhead. Permits obtained by LKMA include NYSDEC, US Army Corps, and NYS Department of State. Topographic survey, permitting, bulkhead structural analysis and site design were all performed by LKMA staff. Project included bulkhead replacement, parking lot restoration, utility restoration to marina, architectural lighting, and stormwater quality improvements. Green infrastructure in the form of porous pavers was implemented to capture and infiltrate the stormwater runoff from the parking lot prior.



- STEEL BULKHEAD
- PERMITTING (NYSDEC, USACOE, NYSDOS)
- POROUS PAVERS (WATER QUALITY TREATMENT)
- 2016 COMPLETION
- \$2.5 MILLION



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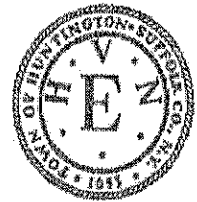




TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

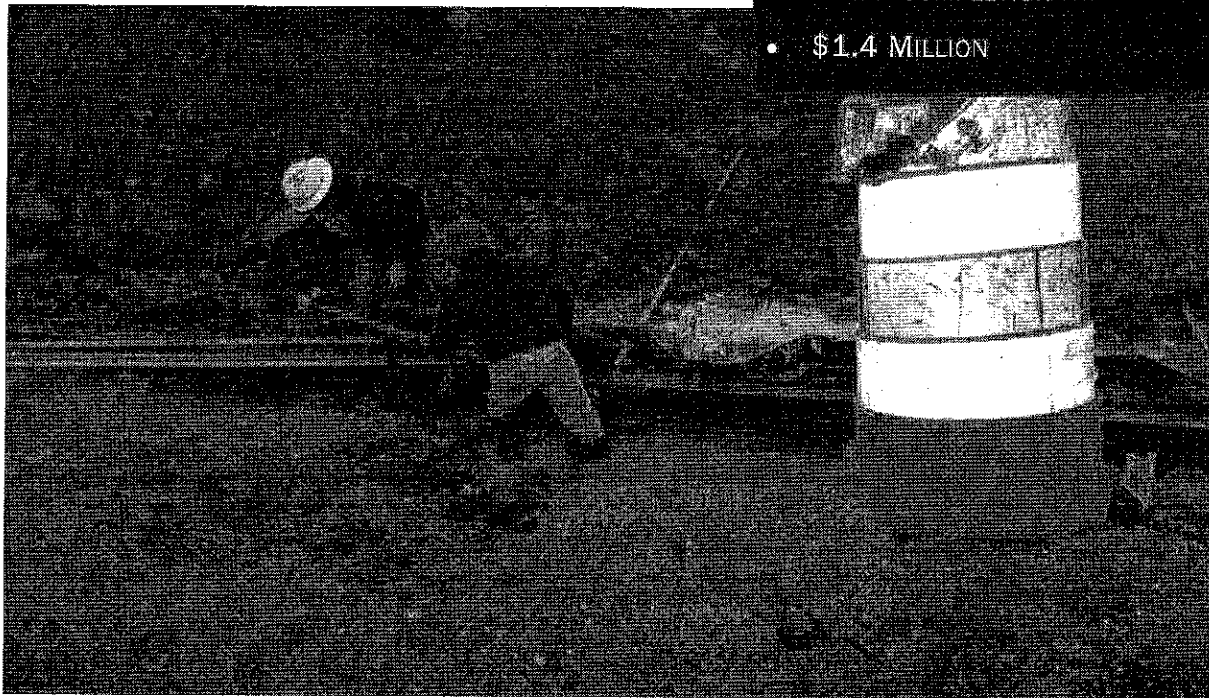
PROJECT NAME: TOWN OF HUNTINGTON TOWN DOCK

CLIENT REFERENCE: ED PARRISH, PE
TOWN OF HUNTINGTON
516-903-2648



Provided survey & engineering services relative to the replacement of 400 linear feet of timber bulkhead with the proposed epoxy coated steel bulkhead. Permits obtained by LKMA include NYSDEC, US Army Corps, and NYS Department of State. Site survey and bulkhead structural analyses were all performed by LKMA staff. Project included bulkhead replacement, parking lot restoration and stormwater quality improvements.

- TIMBER BULKHEAD REPLACEMENT
- PERMITTING
- SITE SURVEY
- STORMWATER QUALITY
- 2015 COMPLETION
- \$1.4 MILLION



Construction Photo of new epoxy coated steel bulkhead anchorage system.

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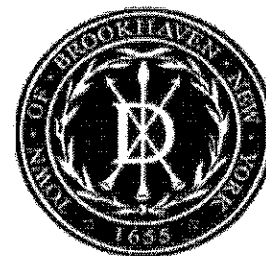
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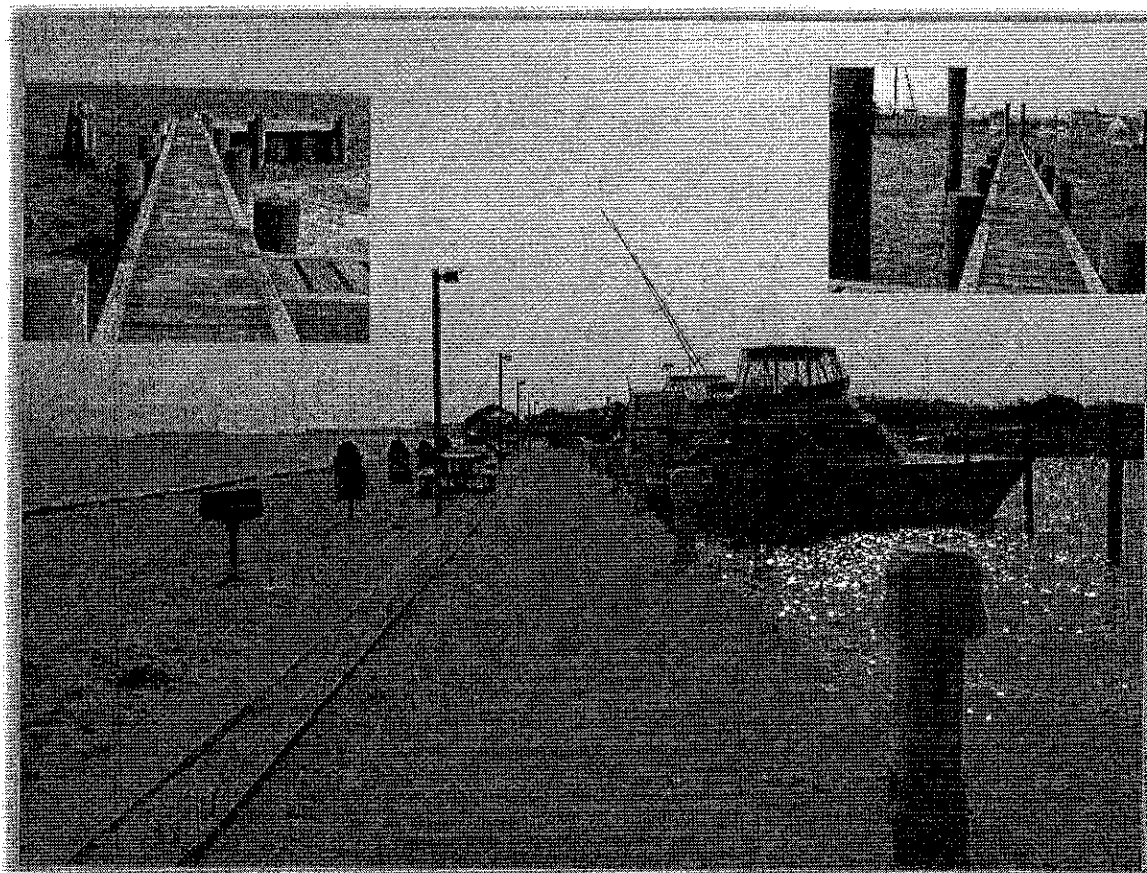
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: FIRE ISLAND—DAVIS PARK MARINA PHASE TWO IMPROVEMENTS



CLIENT REFERENCE: EDWARD MORRIS, COMMISSIONER
TOWN OF BROOKHAVEN DEPARTMENT OF PARKS & RECREATION
631-451-6140

Design, survey, mapping, and construction monitoring of a new composite timber boardwalk and vinyl bulkhead construction for additional transient slips along the north beach area of the Davis Park Marina. The project also included the construction of two new steel waterbreaks located on the east and west side of the marina opening. Each steel break was finished with CCA treated timbers for maintenance and aesthetic purposes. The project allowed the Town's maintenance crew to install a new electric service to five new light fixtures along the new boardwalk. New five (5) and seven (7) pile clusters were part of the project to protect the new steel water breaks and landing craft (TOB) docking area. The project also included maintenance dredging of two specific areas within the marina. The excess material (2,500 cubic yards) was used to rehabilitate the eroded North Beach area.



The photograph above depicts the new composite timber decking along the Town's North Beach Boardwalk with photos of the new steel water breaks in each upper corner.

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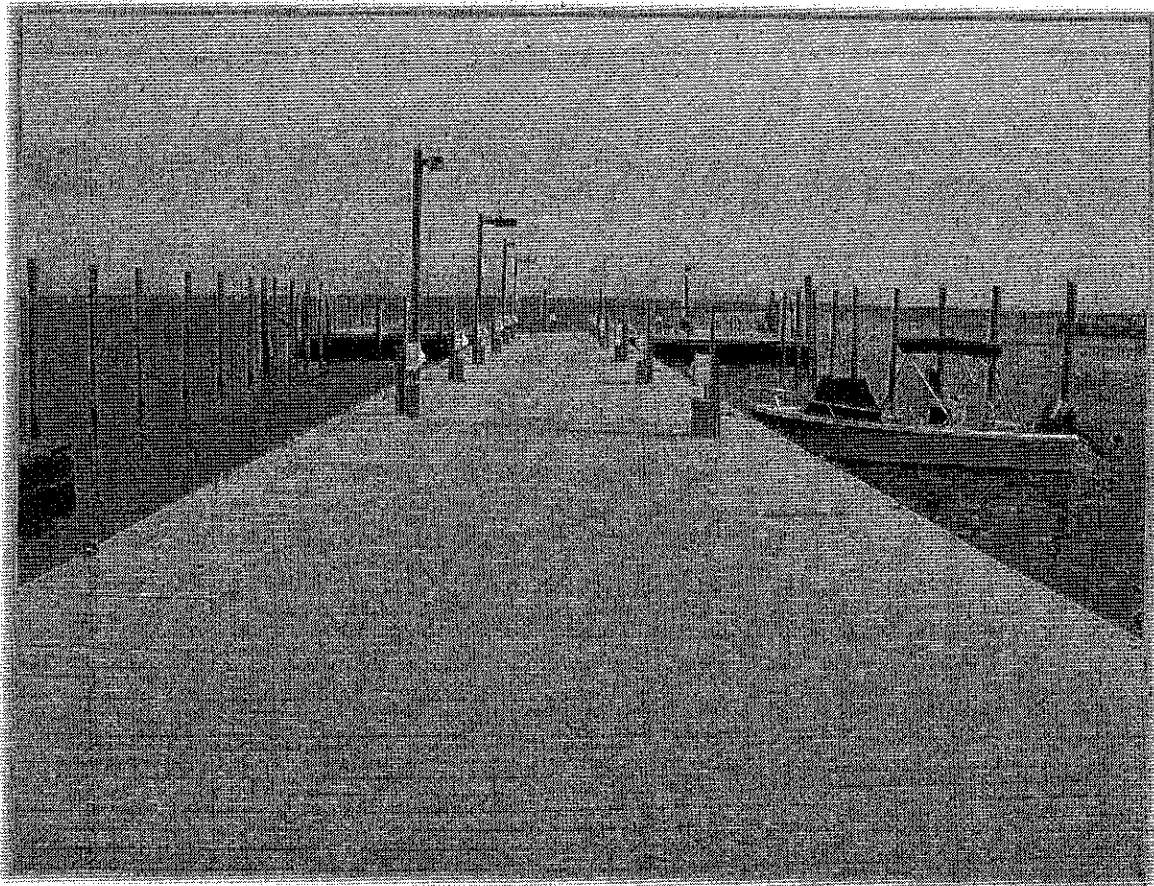
TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

PROJECT NAME: FIRE ISLAND—DAVIS PARK MARINA PHASE ONE IMPROVEMENTS



CLIENT REFERENCE: EDWARD MORRIS, COMMISSIONER
TOWN OF BROOKHAVEN DEPARTMENT OF PARKS & RECREATION
631-451-6140

Design and construction monitoring of a new 8' X 44' finger dock for the Davis Park Ferry Company. The project also consisted of the replacement of CCA treated wood decking with a composite timber decking (Boardwalk by CertainTeed). The deck replacement continued from the entire dock to the Four Corners Intersection (Centerwalk meets Trustees Walkway) which is located approximately half way across the Island (north-south). New structural joists and stringers were installed along the new decking areas. The improvements allowed the Town's maintenance crew to replace all existing water and electrical lines with new services. New pile clusters were installed to assist the Ferry Company's docking procedures while new piles were installed within the marina to replace old piles compromised by the elements. The last major component of the marina improvements project was to resheath the entire perimeter of the pier and existing ferry dock.



The photo above depicts the new composite timber decking along the Town's ferry pier leading to the ferry docks at the Town's Davis Park Marina Facility in Fire Island.

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2.0 LKMA TEAM EXPERIENCE

2.1 Experience with Municipal On Call Surveying and Engineering Agreements

The LKMA Team is experienced in providing civil engineering and site development design services under "On Call" Agreements and is flexible and capable in performing tasks with short lead times. LKMA has successfully provided similar services under previous engineering agreements with Nassau County. We have also worked under similar conditions for a variety of other agencies. These include:

- NCDPW Open End Design and Construction Inspection Agreements
- NCDPW On Call Traffic Engineering Services since 2005
- NCDPW On Call Parks Services
- NCDPW On Call Construction Management Services
- NYSDOT TASS (Term Agreement for Survey Services)
- NYSDOT RDSAs (Regional Design Services Agreements)
- NYSDOT Emergency Standby and Pavement Design Services
- NYSDOT Downstate Asbestos Remediation Agreement (Regions 8,10 & 11)
- NYSDOT Downstate Stormwater Management Agreement (Regions 8, 10 & 11)
- Suffolk County DPW Open End Civil Engineering and Site Development Agreements
- Suffolk County DPW Open End Survey Agreement
- Port Authority of NY and NJ On Call Traffic Engineering Services
- Town of Oyster Bay On Call Civil Engineering Services
- Town of Oyster Bay On Call Survey Services
- Town of Brookhaven On Call Highway Design
- Town of Brookhaven On Call Parks Design

We understand that the proposed services under this agreement could include the development of studies and recommendations, surveying, design plans, construction estimates and special specifications for roads, bridges, parks, drainage facilities, or various other County infrastructures. These services could also include providing Civil Engineers, Structural Engineers, Surveyors, Landscape Architects, AutoCAD Draftsmen, Horticultural Inspectors and Engineering Aides to support the Department's Civil Engineering and Site Development staff. We have a broad range of experience in these different service areas and as they pertain to projects typically undertaken by Nassau County.

We know the County's requirements and expectations and are committed to providing all necessary resources to successfully complete project assignments on time and within budget. As you know, LKMA has successfully completed numerous assignments for the Nassau County Department of Public Works for 30 years. We are pleased to note that we have completed many of these assignments under On-Call agreements with your Department. We understand your operational philosophy and the needs you have in implementing your Capital Program. Most importantly, we understand the challenges you face in running your Department with a limited work force. We believe we can be an asset to you and serve as your "right arm" in getting things

done. At LKMA we pride ourselves on being “self starters” - we can get things done quickly and successfully with minimal direction.

Fast Track Capability. We recognize that many times “**time is of the essence**” in performing services under “On-Call” Agreements. We are accustomed to working on “fast-track” projects and members of our proposed Project Team have completed numerous fast-track assignments. These include the following:

- **Cedar Swamp Road Rehabilitation, Glen Cove** - LKMA completed design plans for the rehabilitation of 0.8 miles of Cedar Swamp Road/Glen Street in the City of Glen Cove. The project was funded under the American Recovery and Reinvestment Act (ARRA) of 2009, and was progressed under an accelerated time schedule, in order to utilize Phase I of these Economic Stimulus funds. In addition to resurfacing the existing pavement, the streetscape was improved significantly by installing decorative street lighting, and utilizing contrasting color in the proposed median area, for new raised islands and a flush two-way left turn lane. Impacts to existing trees were mitigated by the planting of new species along the roadway, following input from affected property owners. The existing traffic signals were reconstructed, and pedestrian safety was enhanced by providing new crosswalks and “countdown” pedestrian signals.
- **Long Island Expressway HOV Lane Constructability Review (Exits 32-40)** – LKMA provided constructability review services to NYSDOT for seven separate contracts involving both highway and bridge work. We identified some key construction staging and potential contractor claim issues that were corrected prior to contractor bidding.
- **JFK Airtrain**– As part of the Air Rail Transit Consortium (ARTC) design-build team, LKMA was responsible for the development of highway widening and Maintenance and Protection of Traffic (MPT) plans for the construction of a light rail system (JFK Airtrain) from the central terminal area at JFK to Jamaica Station of the LIRR. The 2.4 mile link to Jamaica Station involved widening and ramp terminal improvement plans, as well as MPT plans for the installation of Airtrain in the center median of the Van Wyck Expressway.
- **LaGuardia Airport** – We developed Construction Staging and Maintenance and Protection of Traffic (MPT) drawings for both vehicular and pedestrian circulation for the rehabilitation of the Parking Garage.
- **Long Island MacArthur Airport** – On a design-build team, we designed new access roadways and parking fields for 2,500 vehicles, in conjunction with the expansion of the Main Passenger Terminal by Southwest Airlines.
- **Long Island Expressway HOV Lane Project (Exits 32-36)** – As part of a Construction Management Team, LKMA provided construction monitoring services for NYSDOT for a fast-track project involving day and night work under two separate contracts at several bridges including Lakeville Road, Community Drive, New Hyde Park Road, Shelter Rock Road and Seasingtown Road.
- **County Road 39 Early Implementation Project** - Preliminary and final design, as well as construction inspection, for the widening of Suffolk County Road 39 for an additional eastbound travel lane. Design of this four mile segment, which extends easterly from the

eastern terminus of Sunrise Highway (NY 27), was completed under an accelerated time schedule. Key design elements included widening of the existing composite pavement section, and drainage design to alleviate flooding. Construction staging included significant night work to minimize disruption of traffic flow on this roadway, the main arterial to the South Fork. The project required extensive coordination with utility companies, in order to relocate their facilities prior to construction.

2.2 The LKMA Team

Founded in Wantagh, with Main Offices currently in Brookhaven in Suffolk County, L.K. McLean Associates (LKMA) provides a broad range of services in the planning, design, and construction of public and private sector projects. We have been providing these types of services in the New York Metropolitan area for more than 65 years. We have provided services to NCDPW continuously since 1988.

LKMA is pleased to note that we will be opening an engineering design office in the Fall of this year in downtown Hicksville, to better serve the Department of Public Works, as well as our other municipal clients in Nassau County.

At its founding in 1950, LKMA's initial assignments involved the preparation of property surveys for numerous residential subdivisions which were established in Nassau County during the "Baby Boom" years. That key component of the firm's work has continued to the present day. LKMA'S staff includes three Licensed Land Surveyors and multiple field survey crews, experienced in working on "On-Call" Survey Term Agreements for the Suffolk County Real Property Division, as well as for the NY State Department of Transportation. The firm has completed multiple NYSDOT Survey Term Agreements over an 18 year period, and is adept at preparing property boundary surveys, property acquisition maps, and easements.

LKMA has a staff of 76 Long Island residents, including 20 individuals licensed as engineers, surveyors or architects. The trademark of all LKMA projects, whether large or small, is the active involvement of the principals of the firm. We believe this personalized service is largely responsible for the continued success of the firm. We have the flexibility, the requisite resources and the professional personnel to provide you with services on time and within budget.

We are pleased to place at your disposal the services of a collective staff of nearly 200 people who are accustomed to working in a government agency environment.

Hirani Engineering & Land Surveying, P.C., (Hirani), based in Hicksville, is a 70-person MBE firm which was formed in 1991. The company provides civil and structural engineering, land surveying, construction inspection/management, and site safety and special inspection services. Hirani has provided a full spectrum of structural engineering design services to clients such as the Port Authority of New York & New Jersey and the Metropolitan Transportation Authority. The firm has provided engineering services to NCDPW on numerous past assignments.

Hayduk Engineering, LLC (Hayduk) is a multidisciplinary Service Disabled Veterans Owned Business (SDVOB) engineering firm specializing in civil and wastewater engineering which was founded in 1984, and is located in Suffolk County. Other services of the firm include site planning, engineering during construction, and stormwater management.

Marshall Paetzel Landscape Architecture, PC (MPLA) is a Landscape Architecture WBE firm located in Suffolk County. MPLA has completed landscape architecture and wetlands revegetation projects for a variety of public and private sector clients, including the Town of Southampton, as well as joint projects with LKMA at Stony Brook University and in the creation of an award-winning passive park at the former Nesenger Chevrolet dealership on Montauk Highway in Patchogue.

2.2 Client References

The LKMA Team believes there are several elements relevant to evaluating consultant performance. These include technical excellence, experience on similar projects, responsiveness to client needs under a variety of conditions, and the successful completion of work on time and within budget. We believe our track record is outstanding in these areas and is directly responsible for the success our firm has enjoyed for more than 65 years.

We are proud of our client relationships and encourage you to contact any of our clients. Project-specific client references are included on the project sheets on the following pages.

2.3 Relevant Project Experience

We have a wide variety of civil engineering and surveying experience in the areas of roads, bridges, parks, drainage facilities, parking fields, and site facilities. Recent LKMA project experience with civil engineering services you may require may be found on the following project sheets.

PROJECT NAME: CEDAR SWAMP ROAD REHABILITATION, CITY OF GLEN COVE

DESCRIPTION: LKMA completed design plans, and provided construction inspection services, for the rehabilitation of 0.8 miles of Cedar Swamp Road/Glen Street in the City of Glen Cove. The project was funded under the American Recovery and Reinvestment Act (ARRA) of 2009, and was progressed under an accelerated time schedule, in order to utilize Phase I of these Economic Stimulus funds. In addition to resurfacing the existing pavement, the streetscape was improved significantly by installing decorative street lighting, and utilizing contrasting color in the proposed median area, for both new raised islands and a flush two-way left turn lane. Impacts to existing trees were mitigated by the planting of new species along the roadway, following input from affected property owners. The existing traffic signals were reconstructed, and pedestrian safety was enhanced by providing new crosswalks and "countdown" pedestrian signals.



Photo of completed construction.

Construction Cost: \$3.3 million

Completion Date: 2011

CLIENT REFERENCE:

Ken Arnold, P.E., Commissioner
Nassau County Department of Public Works
(516) 571-6994



L.K. McLean Associates, P.C.

PROJECT NAME: LIDO BOULEVARD TRAFFIC CALMING AND REHABILITATION PROJECT, PHASE I

DESCRIPTION: LKMA provided topographic survey and developed plans to calm traffic and rehabilitate a one-mile long section of Lido Boulevard, an important arterial roadway connecting the City of Long Beach with the Loop Parkway and Jones Beach. Motorists consistently exceed the posted speed limit of 30 MPH on this six-lane roadway. Since schools, beaches, recreational facilities and residences are located on Lido Boulevard, there is significant pedestrian and bicycle activity, particularly in the summer season. LKMA assessed appropriate traffic calming measures, reviewed them with the County and the public, and developed final plans to implement them. The plans included construction of a median island, roadway resurfacing, contrasting crosswalks, and installation/modernization of traffic signals.



Photo of completed construction.

Construction Cost: \$3.4 million

Completion Date: 2008

CLIENT REFERENCE: Jeff Lindgren
Nassau County Dept. of Public Works
(516) 571-6998



L.K. McLean Associates, P.C.

PROJECT NAME: CR 57, BAY SHORE ROAD RECONSTRUCTION

DESCRIPTION: Project involved the design of a \$14 Million widening and reconstruction of 3.1 miles of an arterial highway from a two-lane facility to multi-lane facility at key intersections, including a continuous median left turn lane throughout the project, with shoulders and the full spectrum of NYSDOT Highway design services. Project included development of scoping alternatives, preparation of Expanded Project Proposal (EPP) and design services (Phases I-VI) including survey and mapping, environmental assessments, traffic analysis, traffic signal and interconnection design, pavement evaluation, and highway and drainage system design. The project won an Engineering Excellence Award from the American Council of Engineering Companies.



Photo of completed construction (2013).

CLIENT REFERENCE: William Hillman, P.E. Chief Engineer
Suffolk County Department of Public Works
(631) 852-4002



L.K. McLean Associates, P.C.

PROJECT NAME: LONG ISLAND MacARTHUR AIRPORT CONCOURSE IMPROVEMENT PROJECT

DESCRIPTION: This project included topographic survey and design of all airport site work associated with an 80,000 SF expansion and reconstruction of the East Concourse of Long Island MacArthur Airport's passenger terminal. Design work on the air field portion of



the project was performed in accordance with Federal Aviation Administration standards. Components consisted of a 240,000 sf aircraft apron area, a drainage system to accommodate runoff from the apron as well as a substantial portion of the existing runways and taxiways, and apron/taxiway lighting. Outside of the airport operations area, site work included a sanitary system for the expanded building; relocation of utilities; new parking areas for 2,500 vehicles and access roads, including lighting, pavement markings and drainage.



Construction Cost: \$18 million

Completion Date: 2012

CLIENT REFERENCE:

**Rob Schneider, Director of Airport Operations
Long Island MacArthur Airport
(631) 467-3300**



L.K. McLean Associates, P.C.

PROJECT NAME: SUFFOLK COUNTY POLICE DEPARTMENT – 4TH PRECINCT

DESCRIPTION: LKMA preformed all Civil/Site design for the new SCPD 4th Precinct. This state-of-the-art building, located at 727 Veterans Memorial Highway, was designed to meet the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) standard. The three-story, 36,000-square-foot building is more than double the size of the former precinct, which was located on the opposite side of the North County Complex from the new location.

The architectural layout and existing terrain necessitated designing retaining walls for access to different levels of the building. The site design was laid out to retain an existing large specimen deciduous tree.



As-constructed Building and Site

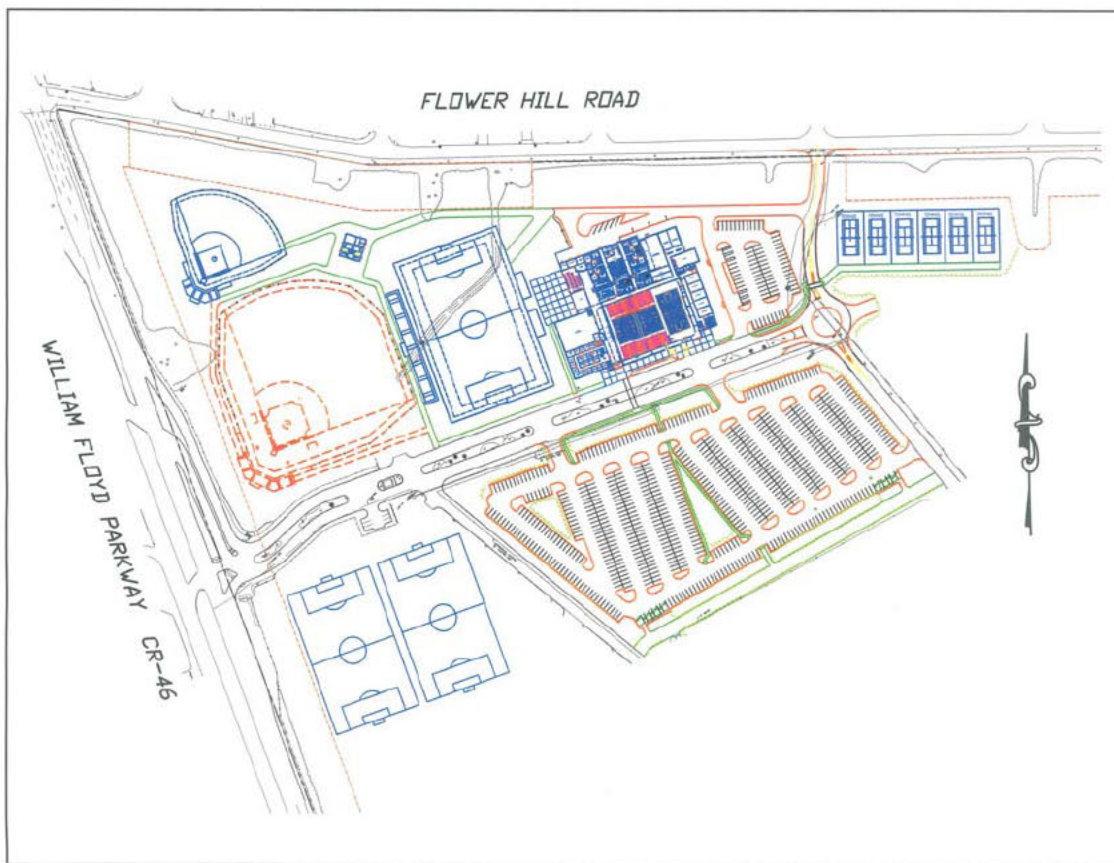
CLIENT REFERENCE: Mr. Keith Larsen
Suffolk County Department of Public Works
(631) 451-6480



L.K. McLean Associates, P.C.

PROJECT NAME: DOWLING COLLEGE – BROOKHAVEN CENTER CAMPUS
STUDENT ATHLETIC CENTER

DESCRIPTION: Provided site/civil engineering services relative to the development of a 15-acre student athletic center at the existing college campus. The design included a phasing plan for the ultimate construction of a student activity center building, baseball and softball fields with bleachers, a soccer/lacrosse field with bleachers, tennis courts, restrooms, and concession and storage facilities. Practice fields, parking facilities, courtyards and plazas were also required. Professional services provided included schematic layouts, design development, construction documents and necessary submissions for permitting.



Overview of proposed facilities.

CLIENT REFERENCE: Tom Downs, Director of Facilities Services
Dowling College – Brookhaven Center
(631) 244-3025



L.K. McLean Associates, P.C.

PROJECT NAME: WINCORAM COMMONS (BROOKHAVEN BLIGHT TO LIGHT) APARTMENT COMPLEX – SITE CIVIL PERMITTING & DESIGN

DESCRIPTION: LKMA was hired by Conifer Realty LLC in 2011 to prepare wetland mitigation plans, sanitary pump station & connection plans as well as all site civil aspects of the 184-unit apartment complex in Coram (Route 112 & Route 25). The Town of Brookhaven granted site plan approval in 2013 and the NYSDEC approved the wetland mitigation plans prepared by LKMA. The project design team consists of LKMA (engineering) and Kitchen Associates (architectural). Site civil design elements include grading, drainage, interior road design, traffic impact study, NYSDOT road & signal design, utility layout/coordination, preparation of a storm-water pollution prevention plan, landscaping, site lighting, site access, parking and other site elements. LKMA's in-house surveying capabilities were used in the construction phase of this project.



The photo above depicts the new 184 unit apartment complex in the background of newly created freshwater wetlands constructed for stormwater management purposes.

Construction Cost: \$7 million

Completion Date: 2015

CLIENT REFERENCE:

Allen Handelman, Vice President
Conifer Realty LLC
(585) 324-0512



L.K. McLean Associates, P.C.

PROJECT NAME: BROOKHAVEN CHILDREN'S SAFETY TOWN

DESCRIPTION: Modeled on Nassau County's Safety Town at Eisenhower Park, Brookhaven Safety Town is a replica of a miniature village with an educational facility, located at the Town's Holtsville Ecology site. That site already contains a miniature zoo, greenhouses, swimming pool and pedestrian trails. At Safety Town, schoolchildren are being instructed in pedestrian and bicycle safety, first in the classroom, then through a "hands-on" experience using bicycles and miniature electric vehicles in the adjacent village.

LKMA prepared the plans for the \$1.3 million classroom facility, as well as the outdoor miniature village, and provided construction monitoring services. LKMA also wrote successful grant applications for \$191,000 in equipment for the facility. The facility received a Traffic Safety Program Award from the American Automobile Association and an Engineering Excellence Platinum Award from the American Council of Engineering Companies.



Rear View of the completed classroom building, with the miniature children's village and roadways in the foreground (2010).

CLIENT REFERENCE: Jon Sullivan
Town of Brookhaven – Division of Traffic Safety
(631) 451-6480



L.K. McLean Associates, P.C.

PROJECT NAME: TOWN OF BROOKHAVEN TRANSFER STATION REHABILITATION AND EXPANSION

DESCRIPTION: Provided permitting, design, construction monitoring and certification services for the construction of a 17,000 SF addition to the Town of Brookhaven's existing Municipal Solid Waste (MSW) Transfer Station Building. The project involved the erection of a 90' by 190' clear span, for a metal building designed to handle the transfer of over 1000 tons of MSW per day. A climate controlled office/break room was provided with bathroom facilities. Over 4500 tons of asphalt and 200 linear feet of 12' high pre-cast concrete pushwall were installed. A significant cost savings was realized when LKMA developed a design that utilized and expanded upon an existing concrete ramp/pit. This ramp/pit expansion allowed for continuous trailer traffic flow and expedited trailer loading.



The photograph above depicts the east side of the Transfer Station virtually completed. This project was fast-tracked with design and construction being completed within a ten month period.

CLIENT REFERENCE: Matthew Miner, Commissioner
Town of Brookhaven Waste Management
(631) 451-6210



L.K. McLean Associates, P.C.

PROJECT NAME: TOWN OF SOUTHOLD TRANSFER STATION CONSTRUCTION & SITE IMPROVEMENTS PROJECT

DESCRIPTION: Provided permitting, design, construction monitoring and certification services for the construction of a 22,000 SF new transfer station building for the Town of Southold's commercial and residential solid waste handling operation. The project involved the erection of a new metal building with a maintenance garage. A climate controlled office was provided with a bathroom. Site improvements included the relocation of the existing scale house and administrative office, two new weighbridges, new roadways, parking areas, recycling drop-off areas, new entrance off Cox Lane and other site improvements.



The photograph taken above in the Spring of 2006 depicts the east side of the Transfer Station completed. This facility is currently operated by the Town of Southold on a daily basis and meets the needs of both the residents of Southold and the commercial carters.

CLIENT REFERENCE: Jim Bunchuck, Solid Waste Coordinator
Town of Southold Division of Sanitation
(631) 734-7685



L.K. McLean Associates, P.C.

PROJECT NAME: TOWN OF SOUTHDOLD FUEL STATION

DESCRIPTION: In 2014, L.K. McLean Associates was hired by the Town's permitted, design, constructed and now being used by the Town of Southold is a project known As the Southold Town Fueling Facility situated at the Southold Town Highway Yard in Peconic. The project was an important part of addressing many Health Department violations involving unregistered above ground storage tanks used for fueling and heating purposes at his site. Two (2) 8,000 gallon above ground tanks provide diesel and gasoline product to four (4) state of the art fueling dispensers covered by a steel canopy and fire suppression system. The fueling system is the Town's primary fueling system and is now backed up by a natural gas generator if a natural disaster were to strike the east end. The project included over-fill protection, leak detection, high/low alarm system and remote access to the fuel management system. The new facility will now enable the Town to decommission the unregistered tanks in order to address the violations with the County.



CLIENT REFERENCE: Michael Collins P.E., Town Engineer
Town of Southold Engineering Department
(631) 765-1560



L.K. McLean Associates, P.C.

PROJECT NAME: KEYSpan TELECOMMUNICATIONS BUILDINGS

DESCRIPTION: This project consisted of survey, architectural design, site design, noise studies, and construction monitoring services for two 14,000 square foot telecommunications buildings for KeySpan Energy Associates. Individual buildings were designed and constructed for two separate existing KeySpan sites to be used as landing stations for fiber optic telecommunication cables being installed between England and France and the United States. Site work included complete topographic survey, mapping and Digital Terrain Model (DTM) for both sites. Site design included pavement, curbs, drainage, utilities and lighting. Submissions of site plans were in accordance with the requirements of the Towns of Hempstead (Island Park site) and Huntington (Northport site).



This photo shows the completed Northport site.

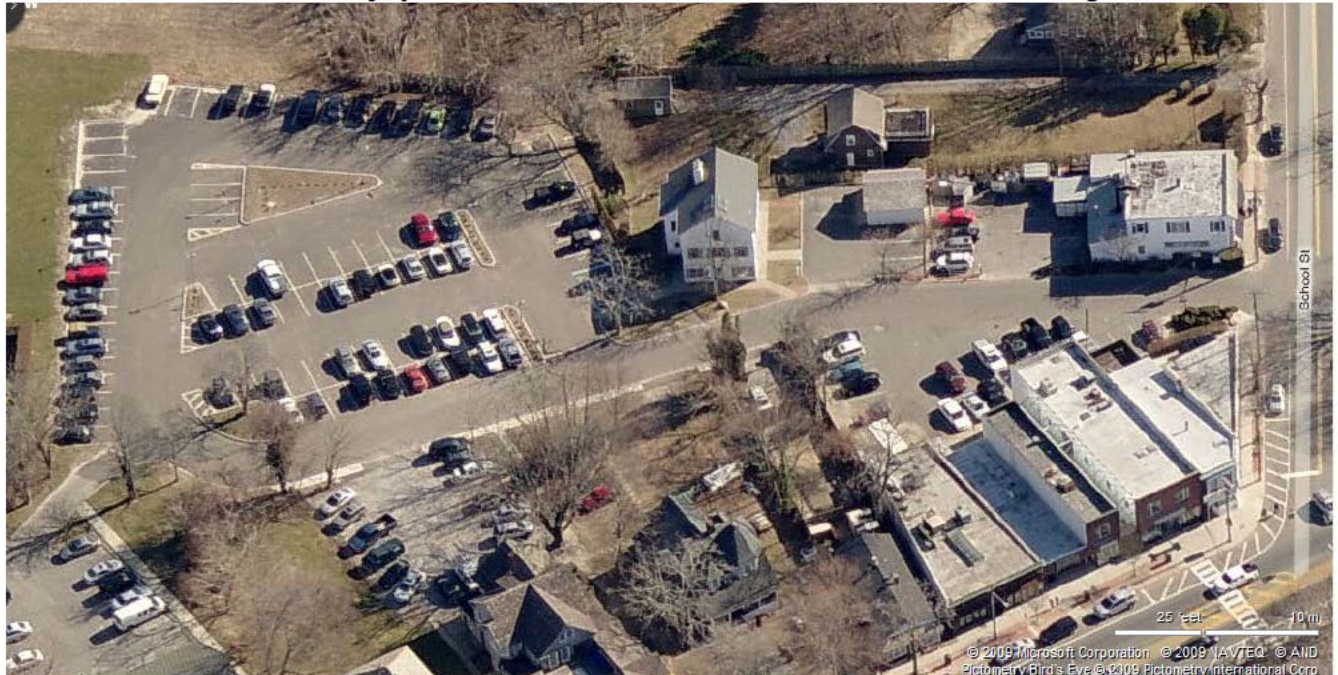
CLIENT REFERENCE: National Grid
Melville, N.Y. 11747
(516) 313-5808



L.K. McLean Associates, P.C.

PROJECT NAME: BRIDGEHAMPTON PARKING LOT, SUFFOLK COUNTY

DESCRIPTION: The Town public parking lot in Bridgehampton needed a complete restoration. The pavement was failing, the site had inadequate stormwater drainage and the stall layout was not optimized. This \$150,000 project included the complete demolition of the existing asphalt surface, stormwater drainage, site lighting, new asphalt surface, landscaping and a new parking stall layout resulting in five (5) additional parking stalls. LKMA services on this project included survey, public bid documents and construction monitoring.



**The parking lot is on the back side of the businesses on the north side of Montauk Highway in the Bridgehampton Business District.
Access to the lot is gained from School Street.**

CLIENT REFERENCE: Alex Gregor, Supt. of Highways
Town of Southampton
(631) 728-3600



L.K. McLean Associates, P.C.

PROJECT NAME: NYSDOT TERM AGREEMENTS FOR SURVEY SERVICES (TASS)
IN NASSAU & SUFFOLK COUNTIES

DESCRIPTION: Open-ended survey agreements involving the following services: GPS surveys, horizontal control, vertical control, topographic survey, hydrographic surveys, utility surveys, drainage surveys, property surveys, right-of-way mapping, photogrammetric control, cross sections, control point monumentation, photogrammetric mapping, reduction of field data and drafting or CADD operations. Sample assignments have included the following (1) Long Island Expressway Exits 58-61 – establishing horizontal and vertical control for construction of ramp modification and installation of noise walls. (2) Route 27A (Bridgehampton to Amagansett) – establishing horizontal and vertical picture control for photogrammetric survey of 18 miles of highway as well as providing baseline control. (3) Bethpage Parkway – target placement, traverse and coordination for aerial mapping. (4) Long Island Expressway Exit 63 Park and Ride Lot – right-of-way acquisition mapping, easement mapping, and right-of-way plan. (5) Route 24, Wantagh Parkway to Bethpage Parkway – property acquisition mapping and right-of-way plan for 40 parcels. (6) Route 112, Route 25 to Route 347 – property line determination for 5.8 miles of roadway.



The photo above illustrates aerial photography of the Route 110 project limits. We are pleased to note that we were selected eight consecutive times by the NYSDOT to provide TASS services and provided these services continuously for nearly 20 years.

Contact Person: Lou Visconti, L.S.
New York State Department of Transportation
(631) 952-6686



L.K. McLean Associates, P.C.

PROJECT NAME: FARMINGDALE STATE COLLEGE CONSTRUCTION STAKE-OUT SURVEYS

DESCRIPTION: LKMA Surveyors provided the construction contractor with field stake-out surveys for the College's solar farm, and for the Student Union Building.



LKMA provided the construction stake-out surveys for the College's Solar Farm (pictured above) and for the Student Union Building.

CLIENT REFERENCE:

**John Fischetti, Project Manager
J. Kokolakis Contracting, Inc.
Bohemia, NY. 11716
(631) 744-6147**



L.K. McLean Associates, P.C.

PROJECT NAME: FRANCIS S. GABRESKI AIRPORT BOUNDARY SURVEY
(formerly WESTHAMPTON AIR FORCE BASE)

DESCRIPTION: Phase 1 involved the performance of a Second Order Class II boundary survey and mapping of the entire airport property (approximately 1350 acres). GPS was used to confirm and establish metes, bounds, and the location of all existing monuments and any roads, taxiways, runways, buildings and other topographic features within 30 feet of each side of the survey and boundary line. Phase 2 involved the setting of monuments at selected property corners after the survey was reviewed and approved by Suffolk County Department of Public Works.



CLIENT REFERENCE: Commissioner Gilbert Anderson, P.E.
Suffolk County Department of Public Works
631-852-4011



L.K. McLean Associates, P.C.

PROJECT NAME: TOWN OF BROOKHAVEN DIAMOND IN THE PINES (AVALON) - 2007 SITE IMPROVEMENTS

DESCRIPTION: The Diamond in the Pines Park is a 52 acre site dedicated to the Town of Brookhaven from the developer of the Condominium Complex directly across County Road 83 titled "Avalon Pines". The Town was provided with a front entrance roadway/parking lot, comfort station and two softball fields with fences and lighting. In 2006 LKMA was directed to develop a conceptual plan for the proposed "mega-park". The first phase of site improvements included the construction of a full size multi-purpose artificial turf field, ballfield lighting system, expansion of the existing parking, a new playground assembly, a handicap football field (deco-surface) and a new park pavilion accompanied by shade trees. The first phase of site improvements totaled a cost of \$2,500,000 and was constructed by various contractors over an 18 month period. LKMA prepared bid specifications and construction drawings for all of the above referenced improvements and provided construction management and support services (survey, administrative) for the project.



The photographs show the completed improvements at the Town's Recreation Facility.

CLIENT REFERENCE: Edward Morris, Commissioner
Town of Brookhaven – Dept. of Parks & Recreation
286 Hawkins Road
Centereach, NY 11720
(631) 451-6140



L.K. McLean Associates, P.C.

PROJECT NAME: GRANT PARK RECREATIONAL FACILITY – DESIGN & PERMITTING

DESCRIPTION: LKMA services included survey, permitting, design and bid document preparation. This \$2.5M rehabilitation project provides the local community with three (3) new synthetic turf baseball fields, dug outs, batting cages, a comfort station tied into the existing sanitary sewer system, an adult exercise equipment area, a child playground area, a shade shelter, walking paths and landscaping.

The project was publicly bid during the spring of 2011 with the two lowest sealed bids within 1% of the Engineer's estimate.



CLIENT REFERENCE: Brian Schneider, Assistant to the Commissioner
Nassau County DPW
(516) 571-9611



L.K. McLean Associates, P.C.

PROJECT NAME: REHABILITATION OF ROCKETSHIP PARK

DESCRIPTION: The subject property is an existing 4,000 SF playground built in the mid-1970s located about 750 feet from the Port Jefferson Harbor, in the Village of Port Jefferson (Port Jeff). Port Jeff is a historic shipbuilding village on the north shore of Long Island in the Town of Brookhaven, Suffolk County, New York. Years of neglect and vandalism left the park in need of a full makeover. The new design was focused on increased accessibility for all kids, using an Inclusive Play Design while encouraging children of all ages to engage in meaningful play. LKMA was the sole engineering consultant, site survey and proposed schematic site plans were developed for this project. The design included a new rubber safety surface for fall protection, varied equipment selection for all ages and abilities, and a site plan maximizing parental supervision. The approximately \$1M project was completed in 2017.



CLIENT REFERENCE: Mayor Margot Garant
Village of Port Jefferson, NY
(631) 473-4724



L.K. McLean Associates, P.C.

PROJECT NAME: TOWN OF BROOKHAVEN – SOUND BEACH PARK (MEMORIAL)

DESCRIPTION:



Design and construction management of a new World War II memorial situated at the Town's Sound Beach Park. The new memorial was made of colored brick pavers that created a white star with red background (reminiscent of the stars on the side of a fighter plane) surrounded by poured concrete sidewalk. Each point of the star and the center of the star are adorned with a 30 foot high aluminum flagpole. A grey granite wall marks the background of the memorial with surface mounted park benches positioned along the perimeter residents and visitors. Lights were installed at ground level to illuminate the flags at night. The Town constructed the memorial using annual contracts in 2009.



The photograph above depicts the new WWII memorial at the Town's Sound Beach Park.

CLIENT REFERENCE:

Dan Losquadro, Supt of Hwys.
Town of Brookhaven
(631) 451-9200



L.K. McLean Associates, P.C.

PROJECT NAME: TOWN OF BROOKHAVEN – HOLTSVILLE PARK IMPROVEMENTS

DESCRIPTION: Design and construction management of new renovations made to the existing multi-use park at the Holtsville Ecology Center. The renovations and improvements included new masonry block entry wall, new signs, replaced existing deteriorated walkways with new concrete pavers/concrete slab walkways (ADA accessible), addressed drainage problems by installing structures and piping, wrapped the existing shade shelter columns with cultured stone product, constructed a masonry block sitting wall/planter in the center walkway, relocated the memorial plaque/flagpole assembly, installed new pavement and curbing to address drainage deficiencies in parking lot area, created a new park area for future recreational purposes, erected new privacy fencing with perma-hedge inserts and installed decorative iron fencing along the area surrounding the concession and shade shelter. The Town built the above referenced improvements and site features using annual contracts.



The photograph above depicts the newly renovated multi-use park as constructed in 2011. The smaller photo (inset) shows the eastern side of the new entrance way.

CLIENT REFERENCE: Edward Morris, Commissioner
Town of Brookhaven – Dept. of Parks & Recreation
(631) 451-6140



L.K. McLean Associates, P.C.

PROJECT NAME: "PATH TO THE PARK" - SHORELINE IMPROVEMENTS IN SOUTH VALLEY STREAM

DESCRIPTION: LKMA is the Lead Consultant for this Governor's Office of Storm Recovery (GOSR)-funded project to restore the natural shoreline along Valley Stream from Cloverfield Road north to Mill Road and the adjacent 2,000 foot Path to the Park. A second component of this project is the replacement of the existing deteriorated timber bulkhead at Brook Road Park with a vinyl bulkhead anchored with helical earth anchors. The overall concept of the project is to remove invasive plant species and plant native wetland species that will create a living shoreline that utilizes a combination of both green and hardened features to re-establish the park's shorelines at a higher and more flood resilient elevation. All proposed upland and wetland plantings were native plant species. Other improvements at the park includes the design of a scenic overlook, pedestrian boardwalk pollinator garden, kayak launch, osprey's nest and pocket-park.



Conceptual Rendering of Natural Shoreline Restoration.

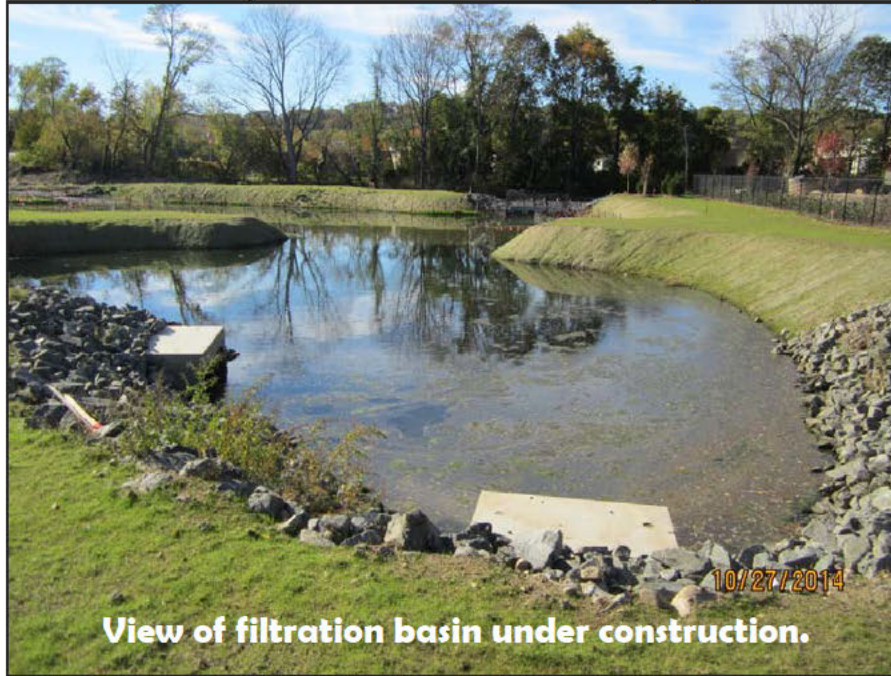
CLIENT REFERENCE: Jeff Tierney
Deputy Commissioner
Town of Hempstead
Department of Engineering
(516) 812-3483



L.K. McLean Associates, P.C.

PROJECT NAME: NYS ROUTE 110 RECONSTRUCTION - DRAINAGE IMPROVEMENTS, TOWN OF HUNTINGTON, SUFFOLK COUNTY

DESCRIPTION: This project evaluated the development of feasible alternatives for roadway and significant drainage improvements on a 0.9 mile section of NYS Route 110 (New York Avenue) in the vicinity of Huntington Harbor, and developed plans for construction. The project area suffers from several contributing



View of filtration basin under construction.

factors that create a complex flooding situation, including low and nearly flat elevations of the roadway; steep grade of the surrounding area; a 3,500 acre watershed area; high groundwater table; influence of tidal action due to proximity of the Huntington Bay; and significant development of the area and the stream parallel to Rte. 110.

Hydraulic and hydrologic modeling of the large urban watershed was performed using the USEPA SWMM program and an evaluation of storm water treatment Best Management Practices was conducted. An innovative drainage solution, including upgrading of a parallel



Severe flooding conditions along Route 110.

creek to accommodate stormwater flows, was developed. The project was awarded an "Evergreen" rating—the highest possible rating under NYSDOT's **Green Leadership In Transportation Environmental Sustainability** (Green Leadership In Transportation Environmental Sustainability), a transportation environmental sustainability rating program. The project was constructed in 2015.

Construction Cost: \$16.8 million

Completion Date: 2018

CLIENT REFERENCE:

Glenn Murrell, P.E.
New York State Department of Transportation
(631) 952-6018



L.K. McLean Associates, P.C.

PROJECT NAME: BARNUM ISLAND/HARBOR ISLE DRAINAGE STUDY

DESCRIPTION: LKMA is the Lead Consultant for this Governor's Office of Storm Recovery (GOSR)-funded project to investigate existing stormwater deficiencies within the Hamlets of Barnum Island and Harbor Isle, located in the Town of Hempstead; and identify flood reduction projects that, when implemented, will address the existing stormwater deficiencies. During the study phase of this project, the design team coordinated its efforts with the local municipalities including the Town of Hempstead, the Village of Island Park and Nassau County, and held meetings with community groups, including the Island Park Civic Association and the NYRCR Barnum Island/Oceanside/the Village of Island Park/Harbor Isle Committee. The study evaluated the functionality of eleven (11) different drainage systems with outfalls located on Harbor Isle and thirty (30) drainage systems with outfalls located on Barnum Island. Proposed alternative improvements were developed to identify upgrades to the existing drainage infrastructure to accommodate the design criteria's rainfall and tidal events. An important aspect of the study was the prioritization of the proposed drainage improvement project locations, taking into consideration key variables such as magnitude of flooding, number of homes affected, significance of location (i.e. evacuation routes, schools, emergency services), cost and green infrastructure implementation. Proposed solutions included road raisings, check valves, and drainage system capacity improvements.



Project Study Area of Barnum Island and Harbor Isle

CLIENT REFERENCE:

Sean Sallie, AICP, Deputy Commissioner
Nassau County Department of Public Works
(516) 571-9342



L.K. McLean Associates, P.C.

PROJECT NAME: TERM AGREEMENT FOR STORMWATER MANAGEMENT, NYSDOT REGIONS 8, 10 AND 11

DESCRIPTION: Under this "On-Call Agreement" LKMA has been involved with multiple assignments, including:

- *Inventories of Illicit Stormwater Discharges*—Completed an update of existing inventories of over 3,500 drainage outfalls on State highways in Orange, Ulster, Putnam and Dutchess Counties, as well as four of the five boroughs of New York City. The work was completed under tight timeframes to enable submissions to be made to USEPA. Data, including GPS-based locations and field photos, was collected by multiple teams of technicians using iPads, and was continuously uploaded to a cloud-based platform for monitoring in the office and the production of progress reports. In addition to the inventory update, field personnel identified suspected illicit discharges emanating from the outfalls.
- *Flushing Meadows-Corona Park Drainage Study*—In the development of stormwater Best Management Practice measures to alleviate flooding on the Van Wyck Expressway, LKMA developed a hydraulic and hydrologic model of the 1,000 acre urban watershed. High groundwater levels and tidal influence in the adjacent Flushing Bay contribute to the flooding. Analysis and simulation of design-year storm stormwater flows was performed using the USEPA SWMM program.



Typical pipe outfall in Orange County, where over 1,100 drainage outfalls were inventoried.

CLIENT REFERENCE:

Steven MacAvery, R.L.A.
New York State Department of Transportation
845-431-5918



L.K. McLean Associates, P.C.

PROJECT NAME: WHITNEY DRAIN

DESCRIPTION: The project site is the Nassau County-owned Whitney Drain, which runs through *Greentree*, the former Whitney Estate in Manhasset. A system of open trapezoidal concrete channels and concrete culverts, extending approximately 3,000 feet in length from Shelter Rock Road to East Community Drive, is contained within a 30' wide Nassau County drainage easement. The existing watershed area is approximately 575 acres. At the downstream end of the Whitney Drain, water flows beneath East Community Drive into Whitney Pond. Soil erosion, growth of invasive plant species, concrete slab displacement, and general concrete channel deterioration has occurred since the system was constructed in 1942. On this project, LKMA performed a complete hydrologic and hydraulic analysis of the drainage system feeding the Whitney Drain using AutoDesk™ Storm and Sanitary Analysis software. A Technical Design Report has been completed and final construction plans were developed for the recommended improvements which were to reconstruct a stone lined channel with native plantings to replace the failed concrete trapezoidal channel.



Photograph of existing deteriorated concrete trapezoidal channel

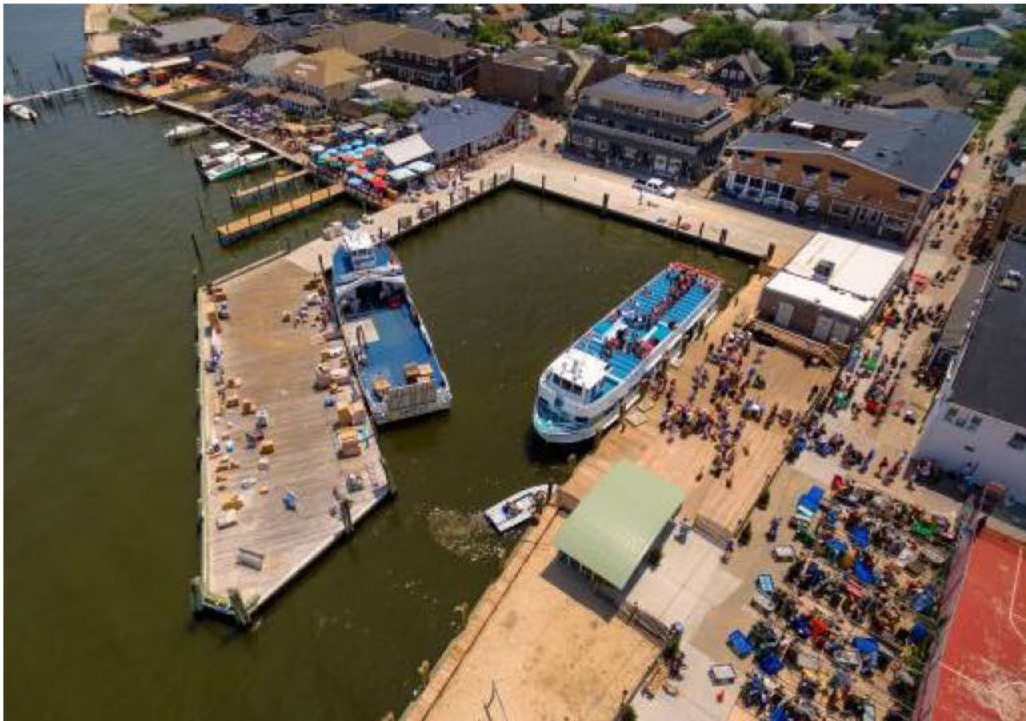
CLIENT REFERENCE: Damon Urso, P.E. Sanitary Engineer III
Nassau County Department of Public Works
(516) 571-7534



L.K. McLean Associates, P.C.

PROJECT NAME: VILLAGE OF OCEAN BEACH FERRY TERMINAL

DESCRIPTION: Provided survey & engineering services relative to the replacement of 550 linear feet of bulkhead and 8,200 square feet freight and passenger decking. New bulkhead will be epoxy coated steel bulkhead. Unique aspect of the project is the design of a freight dock with precast concrete decking panels for durability. Permits obtained by LKMA include NYS DEC, US Army Corps, NYS Department of State and Town of Islip Wetlands and Waterways. Design was reviewed and approved by the NYSDOT Regional design and construction groups. Site survey and bulkhead structural analyses were all performed by LKMA staff. Project is federally funded and administered by the NYSDOT under the Ferry Boat Discretionary Program. LKMA coordinated all work with the Fire Island Ferries. Project was completed prior to May 2017. Cost of Project was approximately \$3 million.



Ocean Beach Ferry Terminal After Completion of Bulkhead and Dock Improvements

CLIENT REFERENCE: Steven Brautigam, Clerk/Treasurer
Incorporated Village of Ocean Beach
(631) 583-7597



L.K. McLean Associates, P.C.

PROJECT NAME: SUPERSTORM SANDY ASSESSMENT AND REHABILITATION, TOWN OF ISLIP

DESCRIPTION: In response to the destruction caused by Superstorm Sandy, LKMA prepared damage assessment reports for more than a dozen Town marina and parks facilities, on the Mainland as well as Fire Island. Rehabilitation plans at several facilities were developed under aggressive time schedules to enable over \$6 Million in construction projects to be completed before the summer months. LKMA also provided construction inspection services. Bulkheads, docks, boardwalks, comfort stations and other buildings, electrical services, lighting, parking fields, and playgrounds were repaired or replaced.



Photo of new restroom facility at Islip Beach, with ADA-compliant access in the foreground.

CLIENT REFERENCE: Thomas Owens, Commissioner of Public Works
Town of Islip
(631) 224-5610



L.K. McLean Associates, P.C.

PROJECT NAME: EAST ISLIP MARINA, BULKHEAD AND UTILITY IMPROVEMENTS — EAST ISLIP, TOWN OF ISLIP

DESCRIPTION: Provided survey & engineering services relative to the replacement of 1,300 linear feet of timber bulkhead with vinyl bulkhead. In addition to a new bulkhead, the project included the replacement of the existing boardwalks with IPE (ironwood) decking, new electrical power posts, new water service, new park benches and decorative pedestrian lighting. The project also included dredging the interior of the marina where necessary. Permits obtained by LKMA included NYS DEC, US Army Corps, and NYS Department of State. Soil investigations, site survey, and bulkhead structural analyses were all performed by LKMA staff. Project construction cost was \$2 million.



View of completed construction on East Islip Marina's Fill Pier.

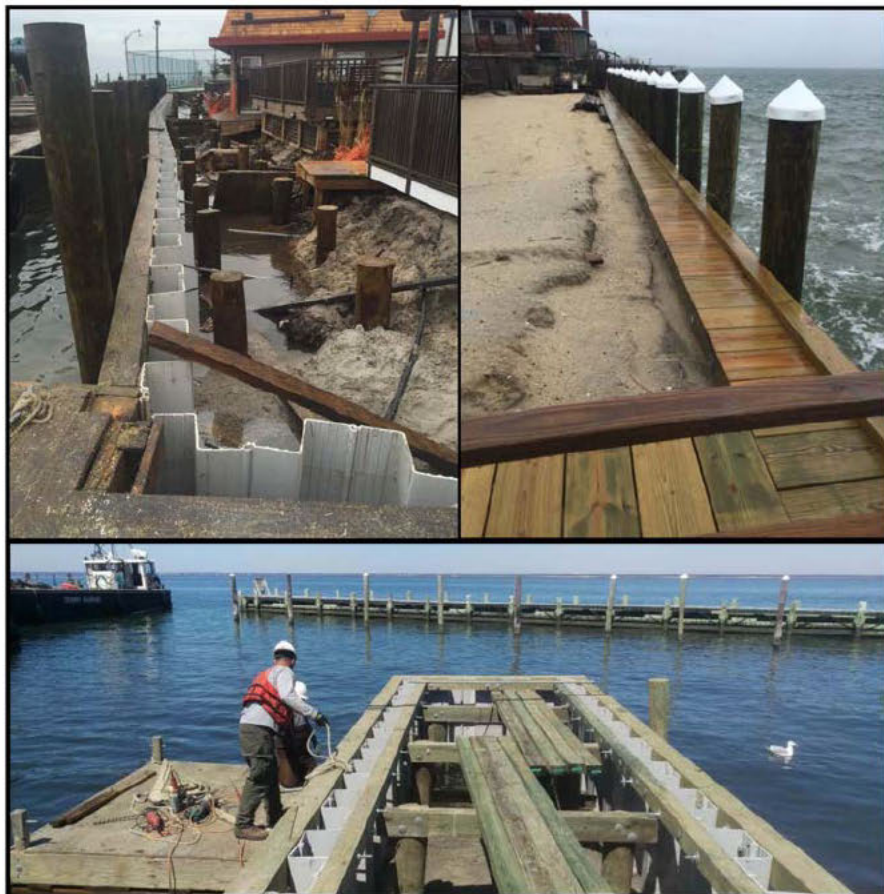
CLIENT REFERENCE: Harry Sunden
Town of Islip Division of Engineering
(631) 224-5360



L.K. McLean Associates, P.C.

PROJECT NAME: VILLAGE OF OCEAN BEACH NORTH SIDE BULKHEADS

DESCRIPTION: Provided survey & engineering services relative to the replacement of two separate deteriorated bulkhead sections on the north side of the Village totaling approximately 400 feet of bulkhead. Both locations replaced timber sheet bulkheads with a navy style vinyl sheet bulkhead. One location required the use of helical anchor piles in lieu of a traditional anchorage system because of the close proximity (<10') of adjacent buildings. Permits obtained by LKMA include NYS DEC, US Army Corps, NYS Department of State and Town of Islip Wetlands and Waterways. Site survey and bulkhead structural analyses were all performed by LKMA staff.



CLIENT REFERENCE: Steven Brautigam, Clerk/Treasurer
Incorporated Village of Ocean Beach
(631) 583-7597



L.K. McLean Associates, P.C.



ROBERT STEELE, P.E.

Senior Engineer

Education

BE, Civil Engineering, Villanova University, 1994

Registrations

Professional Engineer, NY

Professional Societies

American Society of Civil Engineers

National Society of Professional Engineers

Professional Training

Certified Preparer of Stormwater Pollution Prevention Plans, 2008

OSHA HAZWOPER

Construction Safety Training, 2005

Mr. Steele has a well-diversified background in the field of civil engineering. He has experience in the design of: highways; bridges; storm water drainage systems; shoreline erosion prevention systems; and, sanitary sewer system restorations. He has also coordinated the surveying efforts required to support his design projects, and has provided construction inspection services for a number of those projects. In the course of developing the projects assigned to him, Mr. Steele has demonstrated his ability to deal with a variety of different clients on the state, county, local municipality and private levels. Representative project experience includes the following:

Long Island Rail Road Grade Crossing Elimination (NYSDOT): Responsible for the development of 30 percent plans for grade crossing elimination at two locations in Westbury, for inclusion in a design/build RFP for the LIRR Expansion / Third Track project. The mainline third track project is being progressed as a Governor's initiative project under a compressed time schedule.

Barnum Island / Harbor Isle Drainage Improvements, Hempstead, NY (Nassau County DPW / GOSR): Project Manager working with Nassau County Department of Public Works on this GOSR funded project to study flooding issues in the Hamlets of Barnum Island and Harbor Isle located in the Town of Hempstead. Coordinated efforts with sub-consultants to perform a complete GIS based drainage inventory inside the project study area. The project included the evaluation of approximately 11 drainage systems located in Harbor Isle and 30 drainage systems located in Barnum Island. Oversaw the design team's modeling efforts using USEPA SWMM methodology and led the effort in the developing proposed drainage solutions that will eliminate existing flooding conditions and meet the County's design criteria for the project. Project will include the development of 30% Design Plans for proposed construction projects estimated to be approximately \$10.5 million. Proposed project will involve drainage improvements including raising roads, check valves, pipe capacity improvements and bulkhead replacements at existing outfalls. (2017, Project Manager)

Emergency Standby and Pavement Design, Region 10 (NYSDOT): Under this "on call" agreement, prepared plans for fast-track construction assignments for NYSDOT. Projects included design of bridge parapet wall replacement for all of the bridges at the Southern State Parkway/Wantagh State Parkway Interchange, a safety study at the Loop Parkway/Southern State Parkway interchange, drainage improvements on NY Route 107, left turn lane designs for Route , safety improvements for NY 111 and CR 17, installation of guiderail and pedestrian walkways on SR 108 and design of compliance crosswalks and accessible sidewalk ramps at approximately 300 locations in Nassau and Suffolk Counties.

Reconstruction of CR 57 (Bay Shore Rd.), Suffolk County (SCDPW): \$14 million reconstruction of 3.1 miles of roadway to increase capacity, upgrade the existing pavement and drainage system, and increase safety through use of traffic control devices and safety appurtenances. Responsible for the development of scoping alternatives, drainage analysis incorporating stormwater treatment Best Management Practices, pavement evaluation report, Expanded Project Proposal, Design Report, and cost analysis of feasible alternatives. (\$15M; Currently Active; Project Engineer)

Barstow Road/Welwyn Road Roundabout, Nassau County (Village of Great Neck Plaza): This project included the design of a roundabout using criteria from the New York State DOT's *"Roundabouts: Interim Requirements and Guidance"*, as well as the NYSDOT's approved software for analyzing capacity of Roundabouts, "Rodel". Responsibilities on this project included development of roundabout geometry for several alternative designs, creation of the existing digital terrain model (DTM), development of the proposed roundabout grading, and utilization of the "Rodel" software to determine the future build capacity of the proposed roundabout.

Ocean Avenue and Merrick Road, Town of Hempstead (Nassau County DPW): Reconstruction of two major roadways in the Lynbrook/Rockville Centre area of the Town to improve both traffic flow and storm water drainage characteristics. Prepared designs for both horizontal and vertical alignments; developed full-depth asphalt concrete pavement designs; created traffic signal plans, phase diagrams, cost estimates and associated materials for the Ocean Avenue intersections with Merrick Road and with Sunrise Highway; calculated volume of surface runoff flows for proposed roadway watershed areas; and, designed improvements to the existing storm water drainage system to accommodate the anticipated additional runoff in the project area.

NYS Route 110 Reconstruction, Drainage Improvements, Town of Huntington: This project involved evaluating feasible alternatives for roadway and significant drainage improvements on a 0.9 mile section of NYS Route 110 (New York Avenue) in the vicinity of Huntington Harbor. The project included pavement repairs, resurfacing, curb improvements, and sidewalk and safety improvements. A major element of the project is the reconstruction of the drainage system. The project area suffers from several contributing factors that create a complex flooding situation, including low and nearly flat elevations of the roadway; steep grade of the surrounding area; large watershed area; numerous side streets with a long downhill component; high groundwater table; influence of tidal action due to proximity of the Huntington Bay; and significant development of the area and the stream parallel to Rte. 110. As the Drainage Project Engineer, Mr. Steele utilized the USEPA SWMM program to develop a conceptual drainage alternative which will mitigate the chronic flooding of Route 110 and adjacent properties.

John F. Kennedy Airport, Light Rail System Access Program, Queens County (PANYNJ): This design/build project involved the construction of an elevated light rail system along the median of the Van Wyck Expressway (VWE), between the JFK International Airport and the LIRR/NYCTA Jamaica Station in Queens, as well as the reconstruction of the VWE itself and of its ramps in order to accommodate the LRS. Project responsibilities included preparation of vertical and horizontal alignments and profiles for the widening of VWE, development of typical sections and proposed grading plan, preparation of median barrier details, design of overhead sign structures, and assisting in preparation of MPT scheme and staging requirements.

Town of Oyster Bay "On Call" Civil Engineering Services: Evaluations including computer modeling of stormwater flows and development of drainage solutions including preparation of reports, preliminary plans and final plans, specifications and

estimates for numerous locations. Also included roadway rehabilitation projects for several roadways including locations in Farmingdale and East Norwich.

Stormwater Management/Water Quality Services Term Agreement, Downstate Regions 8, 10 & 11 (NYSDOT): The Term Agreement was established to address such tasks as stormwater management, surface/groundwater quality services, watershed or drainage system mapping, erosion & sediment control and training Department personnel. Five separate assignments were progressed and included: (1) Inspection of approximately 3000 stormwater outfalls in Region 8 for evidence of illicit discharges and updating the Department's GIS information database, (2) Water quality sampling and evaluation of coliform bacteria levels at multiple points within 2 different Route 25A (Region 10) culvert drainage systems terminating in Northport Harbor to address EPA mandates, (3) Flushing Meadows-Corona Park Watershed Study (Region 11) to evaluate flooding conditions impacting the park, Van Wyck Expressway and the Grand Central Parkway. Includes installation of groundwater monitoring wells; lake surface, tidal and groundwater level recordings; topographic surveying; evaluation of area flooding conditions; stormwater system drainage modeling using AutoDesk Storm and Sanitary Sewer Analysis Software; coordination with NYC Parks Dept., (4) Evaluation and remedial action recommendations for illicit discharge of sewage into the Route 25A drainage collection system at Northport Harbor, (5) Inspection of stormwater outfalls in Region 11 for evidence of illicit discharges, (6) Evaluation of stream flow and design of river bank erosion control and stabilization plans for Mill Creek adjacent to Route 110 in Halesite.

Whitney Drain Rehabilitation (Nassau County DPW): Developed a Technical Design Report (TDR) and construction plans to rehabilitate an existing Nassau County owned drainage easement and trapezoidal channel that runs through the privately owned "Greentree" estate in Manhasset. Responsibilities included analysis of the 840 acre contributory watershed area and development of a USEPA SWMM computer drainage model. Results of the computer drainage model for a 100 year storm event were used to design the channel improvements. Proposed improvements included the use of armor stone to line the channel, energy dissipation structures, wetland plantings, and green armor erosion control system.

Roadway and Drainage Improvements in Carle Place (Town of North Hempstead): Developed design report and construction plans for 16 residential roadways located in Carle Place. Project was initiated by the Town of North Hempstead to address roadway flooding conditions and pavement deficiencies. Drainage analysis was performed and indicated that additional inlet capacity was required as well as reconstruction of the existing asphalt full depth pavement section. The use of mixed-in-place pavement restoration was evaluated and recommended for the reconstruction of the roadways. The existing positive drainage system was expanded to satisfy the drainage needs.



RAYMOND DIBIASE, P.E., P.T.O.E., P.T.P.

Project Officer

Education

BCE, Civil Engineering ,
Manhattan College, 1974

Registrations

Professional Engineer, NY

Professional Engineer, NJ

Professional Traffic Operations
Engineer

Professional Transportation
Planner

Professional Societies

Institute of Transportation

Engineers NY/NJ Metro Section:
President, 2010

Ivor Wisepart Award (Engineer of
the Year), 2014

American Planning Association

Professional Engineering
Continuing Education Course
Evaluator, The Practicing Institute
of Engineering

Mr. DiBiase has a diverse background in the planning, design and construction of transportation facilities. He is very experienced in traffic engineering design and is equally adept in the staging of construction and the development of maintenance and protection of traffic plans to minimize the impact on existing highway operations. Mr. DiBiase has particular expertise in the presentation of transportation projects at public forums, including information meetings and hearings. Significant projects directed by Mr. DiBiase include the following:

East Hampton Transportation Plan, Town of East Hampton: Principal Author of a comprehensive transportation plan addressing all modes of transportation, including intermodal aspects. Worked with a Technical Advisory Committee, representatives from municipal agencies and the LIRR, as well as Citizen Advisory Committees to formulate auto, bus, rail, ferry and bicycle plans. This plan was the first update to the Town's transportation plan in over 30 years, and documented significant traffic increases in the summer tourist season during that time period. (\$145,000 (fee); 1997; Project Manager)

Stormwater Management/Water Quality Services Term Agreement, Downstate Regions 8, 10 & 11 (D031093): The Term Agreement was established to address such tasks as stormwater management, surface/groundwater quality services, watershed or drainage system mapping, erosion & sediment control and training Department personnel. Five separate assignments were progressed and included: (1) Inspection of approximately 3000 stormwater outfalls in Region 8 for evidence of illicit discharges and updating the Department's GIS information database, (2) Water quality sampling and evaluation of coliform bacteria levels at multiple points within 2 different Route 25A (Region 10) culvert drainage systems terminating in Northport Harbor to address EPA mandates, (3) Flushing Meadows-Corona Park Watershed Study (Region 11) to evaluate flooding conditions impacting the park, Van Wyck Expressway and the Grand Central Parkway. Includes installation of groundwater monitoring wells; lake surface, tidal and groundwater level recordings; topographic surveying; evaluation of area flooding conditions; stormwater system drainage modeling using StormNET; coordination with NYC Parks Dept., (4) Evaluation and remedial action recommendations for illicit discharge of sewage into the Route 25A drainage collection system at Northport Harbor, (5) Inspection of stormwater outfalls in Region 11 for evidence of illicit discharges. (2013 – current; \$450 K).

Nassau County DPW "On-Call" 2005-2008 Traffic Engineering Services: On Call services involved Traffic Signal Design, Pavement Marking Design, Capacity Analysis, Traffic Signal Warrant Studies, Data Collection, Preparation and/or Review of Traffic Impact Studies, Traffic Signal Inspections, and Asset Management System Development. LKMA prepared plans for traffic calming projects on Beacon Hill Road in Port Washington and I.U. Willets Road in Albertson. . In addition, we performed capacity analyses and prepared a preliminary layout for a modern roundabout at the intersection of Cold Spring Harbor Road and Syosset-Woodbury Road, and prepared plans for the installation of speed awareness devices on Stewart Avenue in Bethpage. Pavement Marking design plans were prepared for more than 160 lane-miles of roadway over a three year period. This assignment included a field review of existing markings and traffic signs, in order to develop recommendations for capacity and safety improvements in conjunction with the roadway resurfacing. The projects were



completed under aggressive time schedules so that the paving contractor could mark the roadways immediately after the paving operations were completed. (2008; Project Manager; \$400K fee)

Relocation of the City of New Rochelle's Maintenance and Operations Center, Westchester County, N.Y.: Project entailed involvement in the preparation of an EIS for the relocation and consolidation of two City of New Rochelle DPW facilities to a new location. Assigned topics included traffic, air quality and noise evaluations of the proposed action. Responsible for preparation and/or review of traffic study, and air quality and noise quality issues. (2006; Project Manager; \$16K fee)

Yaphank Surplus Properties, Suffolk County Department of Planning: As part of a planning team and in conjunction with the Suffolk County Department of Planning, a review was conducted of approximately 250 acres of County owned property in order to help prepare a Request for Expressions of Interest aimed at soliciting ideas for creation of a landmark development on this land. The property involved included both developed and undeveloped parcels of the Suffolk County center in Yaphank. Through a Review Committee and public meetings a broad development framework was established in support of initiating workforce housing and cultural, recreation, sports and entertainment venues. Responsible for coordination of project review elements, traffic/transportation impacts, and public meeting workshops. (active; Project Manager; \$17K)

John F. Kennedy Airport - Light Rail System Access Program, Queens County (PANYNJ): Responsible for development of highway improvement plans and Maintenance and Protection of Traffic (MPT) plans on the Van Wyck Expressway (VWE) for this \$1 Billion "Design-Build" project. This work on the VWE enabled the construction of the elevated Airtrain tracks from the central terminal area at JFK to LIRR's Jamaica Station to proceed on schedule. (\$38M; 2003; Project Manager)

Review of Traffic Impacts of Private Development: Since 1989, have reviewed hundreds of proposed private development projects, including those for the Towns of Brookhaven, Southampton, Islip and East Hampton, and the Village of Mineola, to assess potential impacts on traffic flow and safety. This work is performed on an "on-call" basis for these municipalities. Work includes review of traffic impact studies and site plans, as well as testimony at public meetings, and coordination with NYSDOT and Suffolk County DPW. (\$500,000 (fee); 2005; Project Manager)

Traffic Calming Improvements, Village of Great Neck Plaza: As part of a Traffic Calming Grant the Village obtained from NYSDOT, plans were developed to calm traffic and improve safety. The plans included the fourth roundabout in New York State, adjacent to the Great Neck Plaza LIRR station. The project also included design of permanent Speed Awareness Devices on the four main roads in the Village. Plans for installation of Advanced Pedestrian Safety Systems, illuminated warning signs alerting motorists to the presence of pedestrians entering a crosswalk, were also prepared. (\$400,000; 2003; Project Manager)

Parking and Site Improvements at Long Island Mac Arthur Airport: This work encompassed several phases of parking and site improvements associated with the

completed expansion of the terminal building, as well as a significant, staged expansion of the east concourse to eight aircraft gates. The work included development of preliminary parking schemes, and design of access roadways, parking fields, drainage, street lighting, and sanitary facilities. The drainage design included the rerouting of the airfield drainage system with 48" and 54" concrete pipes in order to construct site improvements. In addition, extensive coordination was required to bring public and private utilities to the expanded terminal building, including primary electric service, water mains and hydrants, and gas and communications facilities. Several of these projects were accomplished in a "Design-Build" arrangement, in order to meet the aggressive implementation schedules of the airport and individual airlines. (\$12M; 2002; Project Manager)

General Traffic Engineering Services "On Call" Agreement, Port Authority of New York and New Jersey: Project Officer for a wide variety of transportation engineering projects for Newark Liberty Airport, LaGuardia Airport, JFK Airport, the Outerbridge Crossing, the George Washington Bridge, and the Lincoln and Holland Tunnels. Work encompassed traffic safety studies, including development of innovative measures to reduce accidents, and the preparation of MPT plans for major roadway reconstruction projects. (\$1.5M (fee); 2003; Project Manager)

Intersection and Traffic Signal Improvement Projects, NCDPW: Project Manager for several projects which included accident analysis, capacity analysis, traffic signal design and geometric modifications at intersections throughout Nassau County intersections. These projects added a total of over 300 intersections to the County's centralized computer control in Mineola. The design included use of fiberoptic cable to interconnect the signals. Air quality analysis was conducted in accordance with Federal and NYSDOT standards and procedures. (\$6M; 1999; Project Manager)

NYSDOT TOPICS Program: This work included capacity analysis, accident analysis, traffic signal design, development of traffic signal systems, parking duration studies, benefit cost analysis, development of alternative solutions using aerial photographs, roadway plans, specifications and estimates for the NYSDOT for the Towns of Oyster Bay, Islip, Babylon, and Brookhaven, and Rockland County. (\$1M (fee); 1986; Project Manager)

Improvements to Suffolk County Roadways, SCDPW: Projects have been conducted for several County Roadways, including CR 16 (Portion and Horseblock Roads), CR 39 in Southampton, CR 57 (Bay Shore Road), CR 67 (Motor Parkway), and CR 80 (Montauk Highway), as well as Traffic Signal Improvements at various intersections, including those adjacent to LIRR crossings. Work covered the entire range of design, from Expanded Project Proposals, including traffic capacity and safety analysis, to preliminary and final design plans. Provided assistance to the County at public forums, including information centers and civic meetings. (\$1.75M (fee); Active; Project Officer)

Town of Brookhaven Transportation Plan: Project Manager and co-author of the 1991 up-date of the Transportation Plan. This master planning study developed and prioritized future short-and long-range highway and safety improvements for the entire Town. (\$150,000 (fee); 1992; Project Manager)



Long Island MacArthur Airport (PIN 0904.30): Airport runway, signing and lighting project using Federal Aviation Administration standards. (\$1.1M; 1994; Project Manager)

Islip Intersection Improvements, Town of Islip: Preparation of plans, specifications, and construction cost estimates for several intersections, including coordination with NYSDOT and Suffolk County DPW. (\$500,000; 2000; Project Manager)

Boyle Road, Canal Road and Mooney Pond/College Roads, Town of Brookhaven: Project Manager for development of traffic safety improvements for three arterial roadways in the Town of Brookhaven. (\$50 (fee); 1993; Project Manager)

Term Agreements for Survey Services, Region 10, PIN S115.07 and S115.08, NYSDOT: Open-end survey agreement involving topographic, hydrographic, utility, drainage and property surveys. Assignments included park-and-ride lots at LIE Exits 58 and 63 and Route 24 from Wantagh Parkway to Bethpage Parkway. (\$1M; 2003; Project Manager)

Suffolk County Highway Needs Assessment, SCDPW: This project encompassed over 80 Suffolk County Highways totaling over 400 miles in length. The study examined existing and future traffic and roadway conditions; compiled traffic, bridge and roadway inventory information; identified highway deficiencies and associated improvements; established service and safety standards, and developed a prioritized listing of projects with estimated costs for inclusion in future County Capital Programs. (\$600,000 (fee); 2002; Project Manager)

Shoreham Ferry Terminal, Town of Brookhaven: Prepared benefit/cost analyses of alternative roadway alignment and access schemes for the proposed Shoreham Ferry terminal for NYSDOT and the Town of Brookhaven. (\$30,000 (fee); 1994; Project Manager)

Route 25A Street Lighting, Mt. Sinai (PIN 0327.46), Town of Brookhaven & NYSDOT: Project Manager for highway lighting of Route 25A in Mt. Sinai. The plans were prepared for the Town of Brookhaven for a NYSDOT letting in conjunction with the widening of Route 25A. (\$50 (fee); 1992; Project Manager)

Reconstruction of Brooklyn Queens Expressway/Gowanus Expressway (I-278) Merge, Brooklyn, NYSDOT: Project Director for preliminary and final design. The project included a public hearing and meetings with local community board. Design of this \$50 million project was complicated by significant right-of-way and utility constraints, and included the development of innovative maintenance and protection of traffic plans. (Construction cost: \$50M; Completed: 1990; Role: Project Manager)

Reconstruction of Taconic State Parkway, Westchester County, NYSDOT: Project consisted of final design of a widening of the parkway from four to six lanes. (Construction cost: \$10M; Completed: 1989; Role: Project Manager)

Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Raymond G. DiBiase, P.E. (91)
President and Chief Executive Officer

Robert A. Steele, P.E. (8)
Executive Vice-President and Secretary/Treasurer

Shareholders:

Raymond G. DiBiase, P.E.
Robert A. Steele, P.E.
James L. DeKoning, P.E.

Board of Directors:

Raymond G. DiBiase, P.E., President
Robert A. Steele, P.E., Vice-President and Secretary/Treasurer
James L. DeKoning, P.E., Vice-President
Tamara L. Stillman, P.L.S., Assistant Secretary

Counsel:

L'Abbate, Balken, Colavita & Contini, LLP
1001 Franklin Avenue
Garden City, NY 11530



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

County Exec Mangano, County Exec Laura Curran, Controller Jack Schnirman, Nassau County Republican Committee

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

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

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

Electronically signed and certified at the date and time indicated by:
Robert Steele, PE [RSTEELE@LKMA.COM]

Dated: 04/16/2020 10:57:54 AM

Vendor: Louis K McLean Associates Engineers & Surveyors, PC

Title: Executive Vice-President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

none

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

none

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

none

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

none

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

none

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

Dated: 04/29/2020 08:18:16 AM

Vendor:

Louis K McLean Associates Engineers
& Surveyors, PC

Title:

President & CEO

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

Business Address: 437 South Country Road
City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719
Country: US
Telephone: (631) 286-8668

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	<u>01/01/2018</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>01/01/1995</u>
Chief Exec. Officer	_____	Secretary	<u>01/01/2002</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

partial owner - 91%

1 File(s) Uploaded: Vendor Disclosure Statement Information.doc

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Louis K McLean Associates Engineers & Surveyors, PC

Name of submitting business

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

Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

President/CEO

Title

05/07/2020 02:26:33 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Robert A Steele, PE
Date of birth: 1/1/1968
Home address: 1111 1st St
City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719
Country: US

Business Address: 437 South Country Road
City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719
Country: US
Telephone: (631) 286-8668

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	<u>01/01/2018</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>01/01/2018</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/01/2018</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

8%

1 File(s) Uploaded: Vendor Disclosure Statement Information.doc

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Louis K McLean Associates Engineers & Surveyors, PC

Name of submitting business

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

Robert Steele, PE [RSTEELE@LKMA.COM]

Exec Vice President

Title

05/07/2020 02:29:58 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Louis K McLean Associates Engineers & Surveyors, PC

Address: 437 South Country Road

City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719

Country: US

2. Entity's Vendor Identification Number: 112667189

3. Type of Business: Other (specify) Prof Corp

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded Vendor Disclosure Statement Information.doc

No principals have been attached to this form.

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

If none, explain.

see attached

1 File(s) uploaded Vendor Disclosure Statement Information.doc

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

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

none

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

none

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

none

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

none

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

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

Electronically signed and certified at the date and time indicated by:
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

Dated: 05/06/2020 10:46:12 AM

Title: President & CEO

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

Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Raymond G. DiBiase, P.E. (91)
President and Chief Executive Officer

Robert A. Steele, P.E. (8)
Executive Vice-President and Secretary/Treasurer

Shareholders:

Raymond G. DiBiase, P.E.
Robert A. Steele, P.E.
James L. DeKoning, P.E.

Board of Directors:

Raymond G. DiBiase, P.E., President
Robert A. Steele, P.E., Vice-President and Secretary/Treasurer
James L. DeKoning, P.E., Vice-President
Tamara L. Stillman, P.L.S., Assistant Secretary

Counsel:

L'Abbate, Balken, Colavita & Contini, LLP
1001 Franklin Avenue
Garden City, NY 11530

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Louis K. Mclean Associates Engineers & Surveyors, PC, having its principal office at 437 South Country Road, Brookhaven, New York 11719 (the "Firm" or the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This Agreement shall commence on the date on which this Agreement is executed by the County (the Commencement Date") and terminate twelve (12) months later (Expiration Date"), unless sooner terminated or extended in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for Construction and/or Post Construction Phase Services until project close-out, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services. (a) The services to be provided by the Firm under this Agreement for T62023-03D, Long Beach East Signal Design shall consist of the specific work divisions and deliverables related to this project as described in and subject to the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Appendix "A". Services that were included in the firm's proposal shall be considered part of the Agreement and shall be provided, at the request of the Department (the "Services").

3. Payment. (a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as subject to and set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Appendix "B".

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

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

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

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

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

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

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be

determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) 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.

(e) 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.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) 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.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial

general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the 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, 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.

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

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

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

14. 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.

15. 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.

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

17. 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.

18. 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.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three dollars and no cents (\$ 533.00) 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.

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

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

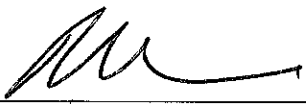
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

21. 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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

Louis K. Mclean Associates Engineers & Surveyors,
PC

By: 

Name: Raymond D. Blase

Title: PRESIDENT

Date: 7/2/20

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU) SUFFOLK

On the 2nd day of July in the year 2020 before me personally came Raymond Di Biase to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President & CEO of L. K. McLean Assoc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

CHRISTINE WIEGAND
NOTARY PUBLIC, State of New York
No. 01W16210359, Suffolk County
Commission Expires August 172021

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

APPENDIX "A"

DETAILED SCOPE OF SERVICES

Scope of Services

The Scope of Services ("Scope") outlined below 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 this job title and compensation review and analysis.

Overview

1. Under Contract with Nassau County the successful Firm shall develop a technical report, plans, specifications, and estimates for the construction for this project.
2. This work shall include the design of 39 traffic signals, 2 VMS's and 8 traffic cameras at the following locations:

Traffic Signals

	Signal #	Artery		Cross Street	Hamlet
1	41143	Lido Blvd	@	Greenway Rd	Lido Beach
2	41415	Lido Blvd	@	Regent Dr	Lido Beach
3	4230	Lido Blvd	@	Allevard St	Lido Beach
4	41551	Lido Blvd	@	Cheltenham St	Lido Beach
5	41552	Lido Blvd	@	Harrogate St	Lido Beach
6	4364	Lido Blvd	@	Biarritz St	Lido Beach
7	4246	Lido Blvd	@	Leamington St	Lido Beach
8	41553	Lido Blvd	@	Prescott St	Lido Beach
9	41414	Lido Blvd	@	TOH Park	Lido Beach
10	41140	Lido Blvd	@	Condo Entrance	Lido Beach
11	41416	Lido Blvd	@	Sharen / Marginal Rd	Lido Beach
12	4929	Lido Blvd	@	Donna Lane	Lido Beach
13	41141	Lido Blvd	@	Malibu Beach Club	Lido Beach
14	41142	Lido Blvd	@	Loop Parkway	Point Lookout
15	4105	Lido Blvd	@	Parkside Dr	Point Lookout
16	41002	West Broadway	@	Grand Blvd	Long Beach
17	41003	West Broadway	@	Lindell Blvd	Long Beach
18	41004	West Broadway	@	Washington Blvd	Long Beach
19	41005	West Broadway	@	Lafayette Blvd	Long Beach
20	41006	West Broadway	@	Laurelton Blvd	Long Beach
21	41007	West Broadway	@	Magnolia Blvd	Long Beach
22	41008	West Broadway	@	National Blvd	Long Beach
23	41009	East Broadway	@	Edwards Blvd	Long Beach
24	41010	East Broadway	@	Riverside Blvd	Long Beach
25	41077	East Broadway	@	Long Beach Blvd	Long Beach
26	41011	East Broadway	@	Monroe Blvd	Long Beach
27	41012	East Broadway	@	Lincoln Blvd	Long Beach

28	41013	East Broadway	@	Franklin Blvd	Long Beach
29	41014	East Broadway	@	Neptune Blvd	Long Beach
30	41015	East Broadway	@	Roosevelt Blvd	Long Beach
31	41016	East Broadway	@	Pacific Blvd	Long Beach
32	41067	Long Beach Blvd	@	Pine Street	Long Beach
33	41068	Long Beach Blvd	@	Fulton Street	Long Beach
34	41069	Long Beach Blvd	@	Hudson Street	Long Beach
35	41070	Long Beach Blvd	@	Market Street	Long Beach
36	41073	Long Beach Blvd	@	East Walnut St	Long Beach
37	41074	Long Beach Blvd	@	East Olive St	Long Beach
38	41075	Long Beach Blvd	@	East Beech St	Long Beach
39	41076	Long Beach Blvd	@	East Penn St	Long Beach

Traffic Cameras

	Artery		Cross Street	Hamlet
1	West Broadway	@	Laurelton Blvd	Long Beach
2	Long Beach Blvd	@	Long Beach Bridge (south side)	Long Beach
3	Long Beach Blvd	@	East Broadway	Long Beach
4	East Broadway	@	Neptune Blvd	Long Beach
5	Lido Blvd	@	Biarritz St	Lido Beach
6	Lido Blvd	@	Condo Entrance	Lido Beach
7	Lido Blvd	@	Donna La	Lido Beach
8	Lido Blvd	@	Loop Parkway	Lido Beach

VMS

	Artery		Cross Street	Hamlet	Direction
1	Lido Blvd	@	West of Loop Parkway	Lido Beach	Westbound Traffic
2	Lido Blvd	@	West of Loop Parkway	Lido Beach	Eastbound Traffic

Work will include the design of all associated equipment. Electrical conduit shall be tested, and deteriorated conduit shall be replaced where necessary. All work shall include mitigation measures for future storms equivalent to Superstorm Sandy.

- Where communications exist, this design will incorporate the use of existing copper and fiber optic communications back to the Traffic Management Center in Westbury. Some locations may require the replacement of portions of communications cable or the installation of wireless communications.
- The selected firm will provide contract documents in accordance with New York State Department of Transportation (NYSDOT) and the Procedures for Locally Federal Aid Projects Manual. Special coordination will be required to insure NYSDOT approval of the Advanced Detail Plans (ADP) and Plans, Specifications and Estimate (PS&E). All project work is intended to occur within public Right-of-Way (ROW).
- The selected Firm shall be excluded from consideration for the construction related request for proposals that will succeed the final design.

Data Collection and Survey

1. The Firm will be required to survey, evaluate, and summarize existing traffic signal equipment for thirty-nine (39) signals listed in Section C.2. This summary should include left turn signals, vehicle head size, location and layout, emergency vehicle and /or railroad pre-emption, controller type, crosswalks, vehicle detection type, mast arm and strain pole heights, and condition of equipment.
2. The firm will be required to evaluate proposed signal work with the Nassau County Project Manager and forward their recommendations to the County for review.
3. The selected firm will be required to survey, evaluate and prepare a written report of the proposed VMS and camera locations listed in Section C.2. The selected firm shall develop a table and map indicating locations where adequate right-of-way exists to allow for the installation of a sign structure foundation and pole without disruption of existing underground utilities. The selected firm must ensure that adequate pedestrian facilities will be retained following installation, that there will be minimum overhead utility disruption, and ensure that each VMS sign will be clearly visible from the motorist's vantage point.
4. Although two (2) proposed VMS and eight (8) camera locations have been identified, available right of way, viewing distance, underground utilities, and project budget may reduce the actual number of locations that will require a design plan. The County reserves the right to omit a location and replace with a new location. The selected firm may propose alternate locations to the project manager for review.
5. The selected firm will be required to evaluate the proposed locations in consultation with the Nassau County Project Manager and forward their recommendations to the County Project Manager.
6. Each location where work is necessary, mapping at a scale of 1" = 20' shall be obtained or created. 1:20 plans shall be prepared for each intersection where work will be performed.
7. The Firm shall perform archival search for property lines and right-of-way based on information available on tax maps and deeds. The Firm shall solicit underground and overhead information from involved utility companies.
8. Interconnect mapping shall be developed at a scale of 1" = 40' on an as-needed basis or as ordered by the project manager. 1:40 interconnect plans shall be developed only for locations where interconnect cable or conduit is being replaced or repaired as the result of storm damages.
9. Field edit plans. Identify features that may impact proposed work. This includes but is not limited to poles, hydrants, signs, fencing, manholes, storm water catch basins, and trees. The field survey should ensure that no underground or overhead utilities are affected by the proposed installation.
10. Although not every signal may require a full rebuild, signals that are being modified will also require plan sheets.
11. The selected Firm shall conduct an evaluation of the pedestrian ramps within the area where work is being conducted. The evaluation shall follow PROWAG and Nassau County guidelines.

Mapping

1. Transfer mapping and field edit data to County standard-size base sheets with the standard Nassau County Department of Public Works, Traffic Engineering title block.
2. Plot property lines and rights-of-way on the base sheets for **each** location.
3. Plot utilities and existing Nassau County traffic equipment on the base sheets for each location.

Data Development

1. Develop data tables to categorize existing traffic signal locations including the Nassau County numerical designations for each location.
2. Develop data table to categorize proposed roadway speed data collection locations.
3. Develop data table to categorize incident management camera locations and proposed new camera locations.
4. Develop a table to categorize Curb Ramps based upon location, type, and size.

Technical Design Report (TDR)

1. The TDR shall evaluate recommended improvements and mitigation for the scope of this project. The Firm will work with Nassau County to assess the technologies that best suit the project site areas. The firm shall prepare a technical design report that will include, at a minimum, the following:
 - i. Description of existing conditions and associated problems;
 - ii. Description of the scope of work;
 - iii. Design criteria;
 - iv. Recommended mitigation measures;
 - v. Schedule of anticipated design drawings;
 - vi. Construction Schedule;
 - vii. Preliminary cost estimation;
 - viii. Inventory of curb ramps;
 - ix. Evaluation of the use of APS signaling
2. While other documents may be cited for reference, the Technical Design Report must be able to stand on its own as the basis for design. The firm shall submit the report (5 copies) in draft form for review by the County. The firm shall meet with the County to discuss review comments and then revise and resubmit in final form (5 copies).

Specifications

1. NYSDOT Specifications and NYSDOT/Nassau County Special Specifications will be used for this design project. The Firm shall communicate any changes to NYSDOT and Nassau County specifications for approval by the County.
2. The Firm may be required to create new special specifications for items not currently used by the County. These new items would require submittal to NYSDOT for review and approval.
3. Final project specifications shall be stamped and signed by a New York State Professional Engineer.

County-Supplied Data

1. To the extent possible, Nassau County will provide information regarding the existing traffic signals and interconnect infrastructure at site locations. This information will be in the form of as-built plans and diagrams indicating above ground and underground cable locations as well as existing signal equipment. Plans showing the existing interconnect wiring will also be provided.
2. Nassau County can provide access to the Nassau County Geographical Information System (GIS) to assist in base map generation.

3. Nassau County will provide electronic files for all standard contract requirements.

Evaluation of Pedestrian Ramps

1. The Firm shall conduct an evaluation of the pedestrian ramps within the project area. The evaluation and subsequent design shall follow PROWAG and Nassau County guidelines.
2. For new pedestrian ramps that are installed under this project that do not meet PROWAG and Nassau County guidelines, a non-standard ramp justification form must be completed.

Pedestrian Signals

1. The selected Firm shall conduct an Accessible Pedestrian Signal (APS) feasibility evaluation for all intersections within the project area. The evaluation shall follow Nassau County guidelines. Those crossings where APS signaling is determined a priority will be included in the design services and added to the construction documents.
2. Pedestrian crossings shall incorporate pedestrian countdown signaling.

Final Design (ADP)

1. Develop and provide for County review, three (3) half-scale sets of advanced detail plans (approximately 90 percent complete) along with specifications and estimate of quantities for all traffic signals requiring a full re-build for each project.
2. Each proposed signal plan sheet must be accompanied by an equipment removal plan sheet and a cabinet wiring diagram table.
3. Advanced detail plans for each location shall identify curb lines, sidewalks, driveways, ROW, property lines, existing N.C. traffic equipment, and relevant utility information.
4. Engineers Estimate of Quantities table shall be provided.
5. Final plans shall be stamped and signed by a New York State Professional Engineer.

Final Plans (PS&E)

1. Modify the 1" = 20' advanced detail plans and estimate of quantity sheets in accordance with the County review for each project.
2. Prepare and submit one (1) completed copy of the complete PS&E package and contract documents with Nassau County Boilerplate for each project.
3. Prepare and submit final plans on paper, including the specifications and estimate of quantities for each project.
4. Estimate of quantities shall be listed in excel spreadsheet format, broken down by intersection, as well as one (1) master quantities sheet totaling item quantities for the entire project.
5. Submit eight (8) half-scale copies of the plans on paper and AutoCAD electronic files following final County approval, including the specifications and estimate of quantities for each project.

Meetings

1. Attend review meetings with the County and appointed consultants on the average of once per month to review job progress, resolve design issues and address and resolve other questions. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.

2. Attend all meetings with the County and representatives of DOT and/or Public in relation to these projects. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
3. In addition, the Firm will be required to attend field meetings to discuss proposed equipment locations with the County project manager as well as any required meetings with public utility companies, FHWA, and DOT.

General Requirements

1. **PS&E submission for the Long Beach East Signal Design shall have a deadline of 12 months from Notice to Proceed.**
2. A project schedule must be submitted to the County Project Manager at the start of design and shall be updated monthly by the Firm.
3. The Firm will be expected to enter into a user agreement with Nassau County GIS Department to utilize Nassau County GIS Mapping as a base map reference.
4. The construction phase of this project is a Federal Aid project and requires that certain documents be prepared and submitted to the NYSDOT to advance the project to the construction phase. The Firm will be responsible for completing some Federal Aid documents in accordance with the Local Procedures Manual.
5. The Firm will be responsible to coordinate and attend any make-ready walk-thru meetings with the appropriate utility companies.

Design Engineering Support During Construction

Prior to and during the course of project construction, the Firm shall assist Nassau County and the Prime Construction Contractor on a request basis for the following General Inspection Services:

1. Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the County with one (1) set of conformed plans and master specification book as a PDF file and bound .DWG plans on a CD. Additionally, provide (4) hard copies of the conformed contract documents.
2. Provide representation at the site(s) pre-construction conference.
3. Per request of Nassau County, review and approve detailed construction, shop, and erection drawings.
4. Per request of Nassau County, review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
5. Per request of Nassau County, review all laboratory, shop, mill, material, and equipment test reports.
6. Per request of Nassau County, prepare supplemental sketches, if required, to reflect actual field conditions when conflicts and discrepancies between contract plans and site conditions exist.
7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Per request of Nassau County, assist the County and Prime Construction Contractors in interpreting the construction contract documents.
9. Per request of Nassau County, review change orders and prepare supplementary

drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.

10. Arrange for the project manager and support staff to attend six (6) update and project meetings.
11. Per request of Nassau County, provide consultation on special construction problems by specialists in specific fields of work.
12. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

Project(s) Start-Up Services

Per request of Nassau County, the Firm shall assist in start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with this project:

1. Scheduling

Per request of Nassau County, the Firm, in conjunction with the County and Prime Construction Contractor, shall assist in development of the overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.

2. Start-Up Assistance

Per request of Nassau County, the Firm shall provide expert on-site assistance prior to and during initial start-up. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision.

3. Strategic Start-Up Plan

This plan is designed to delineate major and minor events expected when placing into operation installed equipment. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm, and Construction Contractors). This plan shall be reviewed with the County.

4. Troubleshooting and Debugging

It is anticipated that equipment problems will arise during and following start-up. Per request of Nassau County, the Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems, and develop solutions that will minimize the overall effects on County personnel and traffic.

5. Optimization

Per request of Nassau County, the Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" that signaling and associated equipment once they have been started up.

Cost Estimation

A construction cost estimate shall be furnished with each design milestone submittal. It is anticipated that the accuracy of such cost estimates shall increase with each successive milestone submittal. Submit three (3) copies of the detailed construction cost estimate at each of the design milestone points defined above.

Assumptions

1. All drawings will be submitted to the County using .DWG AutoCAD format.
2. Design of roadway improvements, as in road widening or radii improvements, will not be required.
3. Due to the nature of the proposed improvements, it is assumed that it is not necessary to tie the survey into the U.S. Geological Survey or State Plane Coordinate System.
4. Collection of traffic count data will not be necessary.
5. The County will provide as-built signal and highway plans where available.
6. The Firm will be responsible for recording meeting minutes at each meeting. These minutes shall be submitted to the County for review within one (1) week of the meeting. Following the County Project Manager's review, a copy of the final meeting minutes shall be submitted to the County.
7. The proposed project schedule requires completion of design work within 12 months of Notice to Proceed.
8. Soil borings will not be needed.
9. Environmental underground assessments (i.e. check for underground pollutant leakage) will not be needed.
10. It is assumed that the following available data will be provided by Nassau County:
 - i. Arterial strip mapping and utility information (where available).
 - ii. Fiber communications system plans.
 - iii. Traffic signal and electrical intersection plans for signals impacted by this project.
 - iv. Nassau County plans will be supplied in electronic format if available.
11. Where Traffic Incident Management cameras exist, the firm shall incorporate the installation of a new camera and associated equipment as part of the signal rebuild. In addition, at the request of the County Project Manager, new camera locations may be identified and included along with site locations as part of this project.
12. The installation of vehicle speed sensor equipment will be included as part of this project at key locations throughout the length of the project corridor.
13. Fiber Optic or Copper Interconnect Plans will be required as needed where interconnect work is being conducted.
14. In order to expedite the review of ADP plans, the engineering firm shall submit plans in groups of approximately fifteen (15) at a time.
15. The Engineering Firm shall prepare all project front sheets including, but not limited to: Index, Legend, Key Map, Notes Pages, Detail Sheets, Maintenance and Protection of Traffic Details, Sensor Location Details, Tables, Communication Diagrams, System

Block Diagrams, Fiber Optic Allocation Tables, Fiber Optic Splice Plans, Camera details, Wi-Fi reader details, and any other pages requested by the County.

16. The Firm shall attend all Project coordination meetings and prepare, coordinate, and attend public meeting related events, both within and external to the County.
17. The Firm shall submit written responses to all County review comments.
18. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.
19. Review all questions during the contract bidding and prepare all addenda as required.

Federal and/or NY State Requirements

1. Proposals submitted and subsequent design and related services must comply with all applicable Federal, State and local laws, rules, regulations, codes, ordinances, and standards. These may include but are not limited to New York State General Municipal Law, New York State Department of Transportation (NYSDOT), Manual on Uniform Traffic Control Devices (MUTCD) and the New York State Supplement, Local and State codes including building, fire prevention, electrical, and other codes and ordinances, and all other applicable Federal, State and local regulations.
2. The Firm shall coordinate its design and related services with authorities having jurisdiction. All submittals required by such authorities having jurisdiction shall be the responsibility of the Firm.

Diversity Requirements

1. Nassau County is committed to awarding a contract to firms that will provide high quality services and that are dedicated to diversity and to containing costs. Nassau County strongly encourages Firms that are certified by New York State, and other city or state, or the federal government, as DBE and M/WBE firms, as well as Firms that are not yet certified but have applied to certification, to submit resources to this RFP. All New York State-certified DBE or M/WBE firms submitting proposals to this RFP should be registered as such with the New York State Department of Economic Development. For DBE or M/WBE firms that are not certified but have applied for certification, Respondents must provide evidence of filing including filing date.
2. Nassau County is required to implement the provisions of New York State Executive Law Article Section 312 and 5 NYCRR 143 for all New York State funded contract as defined therein, with a value in excess of \$25,000. Nassau County is required under contract to comply with Executive Order 11246, entitled "Equal Employment Opportunity and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27). Nassau County strongly encourages joint ventures of DBE and M/WBE firms with majority firms and DBE and M/WBE firms with other similarly established firms. For purposes of this solicitation, Nassau County hereby establishes an overall goal of:
 - 5.8% Minority Utilization
 - 6.9% Female Utilization

The following presents the Firm's Technical Assumptions:

Technical Assumptions:

1. Thirty-nine (39) signals, eight (8) VMS, two (2) camera locations
2. Approximately 28,900 linear feet total corridor length
3. Assume full rebuild for 75% of signals, 25% partial rebuild
4. Assume four (4) ped ramps per intersection for evaluation
5. Assume 40% interconnect to be replaced, locations to be identified by NCDPW and field testing
6. Assume replacement and restoration details for conduit replacement and or repair
7. Assume property line survey for VMS locations only, all other property lines to be determined from record plans, GIS and field inspection
8. Assume low risk project, exempt from PSEA
9. Assume simple project designation by NYSDOT/FHWA
10. Assume twenty staff hours per month for 18 calendar month bid through construction completion period for design support during construction. Full time inspection by others.
11. Assume 120 project manager hours for start up services.
12. No easements, releases or acquisitions will be required.
13. Environmental Permitting is not required.
14. Preparation for and attendance at six (6) meetings.

END OF SECTION

APPENDIX "B"

PAYMENT SCHEDULE

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

A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed Seven Hundred Sixty Seven Thousand, One Hundred Ninety Two Dollars (\$767,192).

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy-five dollars (\$175.00)

END OF SECTION

Appendix EE Equal Employment Opportunities for Minorities and Women

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

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

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

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

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

RAYMOND DIBIASE, PE _____ (Name)

437 SOUTH COUNTRY ROAD, BROOKHAVEN, NY 11719 _____ (Address)

631-286-8668 _____ (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:

N/A

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the 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:

N/A

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.

JULY 2, 2020

Dated



Signature of Chief Executive Officer

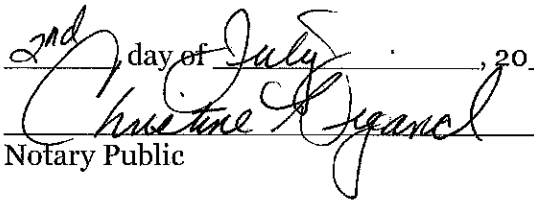
RAYMOND DIBIASE, PE

Name of Chief Executive Officer

Sworn to before me this

2nd day of July, 2020

Notary Public



CHRISTINE WIEGAND
NOTARY PUBLIC, State of New York
No. 01WI6210359, Suffolk County
Commission Expires August 17, 2020

Staff Categories and Hourly Wage Rates					
Schedule A					
Prepared for Nassau County					
			Rate		2020
			Effective	Current	Approved
<u>Employee</u>	<u>Title</u>	<u>Status</u>	<u>Date</u>	<u>Additions</u>	<u>Rates</u>
Agostino, Shane	Jr. Engineer I		1-Dec-18		29.50
A'Hearn, Michael	Jr. Technician		1-Jun-19		18.00
Anderson, Gilbert	Engineer III		5-Nov-18		77.78
Bove, Robert	Jr. Engineer I		1-Jan-19		31.00
Bratz, Anthony	Technician I		1-Jan-19		26.75
Brewster, Glenn, LS	Senior Surveyor II		1-Jan-19		36.47
Cancellieri, Mario	Sr. CADD Designer II		1-Jan-19		46.41
Catropa, Joseph, AIA	Architect		1-Jan-19		68.75
Clinch, Brendan	Engineer I		1-Jan-19		36.21
Corrado, Vincent, PE	Associate Engineer III		1-Jan-19		77.78
Crenny, Joseph	Inspector III		1-Jan-19		36.72
Cusack, Ryan	Jr. Engineer I		1-Jan-19		28.00
DaSilva, Richard	Sr. Inspector II		1-Jan-19		42.84
DeKoning, James, PE	Associate Engineer III		1-Jan-19		67.07
DeKoning, Maria	Technician		20-Jan-20		18.00
DeKoning, Vincent	Jr. Engineer I		20-May-19		32.00
DeRosa, Austin	Technician I		27-May-19		18.00
DiBiase, Raymond, PE	Productive Principal		1-Jan-19		74.97
Drew, Douglas	Jr. Engineer I		1-Jun-19		31.00
Dwyer, Christopher	Sr. Construction Project Manager		1-Jan-19		74.97
Eisenberg, Steven, PE	Associate Engineer II		1-Jan-19		58.65
Esposito, Bernard	Resident Engineer I		1-Jan-19		51.00
Feitner Calarco, Laura	Engineer II		1-Nov-19		56.25
Fenster, Kaitlyn	Technician I		1-Jan-19		18.00
Lipinski, Daniel	Sr. Inspector I		20-Jan-20		46.75
Korol, Kevin	Jr. Engineer I		20-Jan-20		33.00
Goban, Zachary	Technician II		20-Jan-20		33.50
Garant, Jacques	Architect		20-Jan-20		69.50
Ferrera, Frank	Jr. Engineer I		20-Jan-20		34.00
Fascinella, Matthew	Technician III		1-Jan-19		38.76
Gentile, Gary, RLA	Landscape Architect II		1-Jan-19		48.71

Staff Categories and Hourly Wage Rates					
Schedule A					
Prepared for Nassau County					
			Rate		2020
			Effective	Current	Approved
<u>Employee</u>	<u>Title</u>	<u>Status</u>	<u>Date</u>	<u>Additions</u>	<u>Rates</u>
Harrison, Sabrina	Jr. Engineer I		1-Jan-19		27.50
Helmich, John	Sr. Inspector III		1-Jan-19		48.45
Imbornoni, Thomas	Jr. Engineer I		1-Dec-19		32.00
Jackolski, Steve	Inspector		1-Jun-19		33.00
Jedlicka, Matthew	Associate I		1-Jan-19		54.06
Johnson, Daniel	Sr. Environmentalist II		1-Jan-19		55.08
Kane, Gerrilynn	Technician II		1-Jan-19		28.82
Kaya, Deniz	Jr. Engineer I		1-Sep-19		32.00
Kennedy, Zachary	Technician I		1-Dec-18		18.00
Knips, George, PE	Sr. Construction Project Manager		1-Jan-19		74.97
Lapham, James	Party Chief		1-Jan-19		51.27
Lapham, James, P.	Jr. Technician		1-Apr-19		26.00
Leuthardt, Peter	Party Chief		1-Jan-19		44.04
Lucich, Anthony, PE	Construction Project Manager		1-Jan-19		69.36
Luck, Thomas, PE	Engineer II		1-Jan-19		47.43
Maseria, Keith	Associate Project Manager I		20-Jan-20		62.00
Matoniene, Daiva	Senior Surveyor II		1-Sep-19		35.00
McMahon, Paul	Engineer III		1-May-19		70.00
Miecznikowski, Steve	Resident / Office Engineer		19-Jul-19		57.50
Nielsen, Robert	Jr. Engineer I		1-Nov-18		34.00
O'Neill, Kara	GIS		1-Nov-18		47.25
Peterman, James	Engineer III		1-Jan-19		77.78
Quinn, Kevin	Sr. Inspector I		1-Jan-19		36.98
Richardson, Elizabeth	Technical Typist III		1-Jan-19		35.19
Roberts, Owen	Jr. Engineer I		10-Jun-19		29.00
Rodriguez, Daniel	Engineer II		1-Apr-19		51.25
Rogala, Daniela	Jr. Engineer I		20-Oct-19		31.00
Russo, Nicholas	Rod Person		1-Apr-19		30.75
Rutt, Joseph	Jr. Engineer I		1-Nov-18		31.25
Saride, Hemant	Jr. Engineer I		1-Jan-19		28.50
Scanlon, Yasmin	Engineer II		1-Sep-19		36.00
Schmidt, Christopher, P.	Resident Engineer II		1-Jan-19		60.00
Schmidt, Christopher, T.	Resident Engineer II		1-Jul-19		63.00
Schmidt, John	Sr. Inspector I		20-Jan-20		55.00

Staff Categories and Hourly Wage Rates					
Schedule A					
Prepared for Nassau County					
			Rate		2020
			Effective	Current	Approved
<u>Employee</u>	<u>Title</u>	<u>Status</u>	<u>Date</u>	<u>Additions</u>	<u>Rates</u>
Sciotto, Sara	Engineer III		1-Nov-19		50.00
Speiser, Andrew	Associate Engineer III		1-Jan-19		72.93
Steele, Robert. PE	Productive Principal		1-Jan-19		77.78
Stillman, Tamara. LS	Survey Manager		1-Jan-19		50.00
Table, Hunter	Technician I		1-Jan-19		18.00
Tullo, Nat	Sr. Inspector III		1-Jan-19		46.92
Wiegand, Christine	Technician II		1-Jan-19		27.80
Young, Leigh, M., A.I.L.A	Sr. CADD Designer II		1-Jan-19		51.00
Yuen, Chelsea	Jr. Engineer I		1-Oct-19		31.00
*Survey Crews shall be paid in accordance with New York State Department of Labor, Prevailing Wage Rate Schedules for Nassau County					
The billing rate shall be computed for each employee based on that specific schedule and are adjusted, by NYS Department of Labor, every July 1st.					
The current rates are in effect until June 30, 2020					

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: February 27, 2020

SUBJECT: Long Beach East Signal Design
RFP No. PW-T62023-03D – PIN 0989.22
RECOMMENDATION OF AWARD

The Nassau County Department of Public Works (NCDPW) desires to procure design services for Long Beach East Signal Design. The scope of work involves the design of thirty-nine (39) traffic signals, eight (8) CCTV cameras, two (2) VMS, and associated network communications in the Long Beach East/Lido Beach area.

The "Request for Proposal" (RFP) was prepared in conformance with the Department's Policy for assessing understanding, technical approach, statement qualification, firm capability, and past relevant experiences. The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter, and in Newsday.

The County received eight (8) responses to the RFP, all of the proposals were eligible for review.

The technical proposals were evaluated by professional staff within the Department: Harold T. Lutz, Director of Traffic Engineering; Christopher Paggi, Assistant Director of Traffic Engineering; Michael Hagan, Traffic Engineer III; and Jeff Lindgren, Traffic Engineer II.

Firm Name	Technical Rating	Rank	Cost Proposal
LKMA	90.25	1	\$697,447.00
Nelson and Pope	82.75	2	\$490,568.00
VHB	76.50	3	\$505,023.00
Cameron	75.50	4	\$735,996.00
AECOM	61.00	5	\$1,208,449.00
M&J	57.50	6	\$741,852.00
LIRO	55.00	7	\$694,792.00
Gedeon	47.00	8	\$1,230,247.00

LKMA was technically ranked number one among the submittals from the eight firms. LKMA's team staff and experience will provide best value to the County and has the third lowest cost proposal among the eight (8) firms. The initial design services cost estimate for this project was eight hundred and eighty-three thousand dollars (\$883,000.00). The criteria used to assess the best value to the County incorporated the proposal's ability to satisfy the requirements detailed in the scope of work, the proposing firm's capacity to provide the proposed services defined in the proposal within the requisite time frame, the proposing firm's related experience pertaining to County traffic signal design requirements, and the County's previous experience with the quality of work submitted by each of the proposing firms in past projects.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

February 27, 2020

Page two

SUBJECT: Long Beach East Signal Design
RFP No. PW-T62023-03D – PIN 0989.22
RECOMMENDATION OF AWARD

As such, it was determined that LKMA's proposed fee of six hundred and ninety-seven thousand, four hundred and forty-seven dollars (\$697,447.00) represents a fair fee for the proposed services. Additionally, due to the aggressive schedule for this project, it is in our opinion that LKMA will provide the best level of satisfaction for the proposed services given their experience with similar recent County projects.

It is the Department's recommendation that LKMA be retained for this contract and that a total fee of \$767,192 which is the submitted fee + 10% contingency be approved. Funding for said services is available under Capital Project Number 62023.

Following your approval, or disapproval, we will proceed accordingly. With your concurrence, the Department will process the agreement through the appropriate approvals.



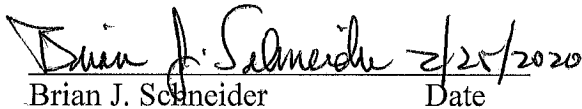
Kenneth G. Arnold
Commissioner

KGA:JGP:HTL:ac

c: Joseph G. Pecora, Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Christopher Paggi, Assistant Director of Traffic Engineering

APPROVED:

DISAPPROVED:



Brian J. Schneider
Deputy County Executive

Date

Brian J. Schneider
Deputy County Executive

Date

REQUEST TO INITIATE

RTI Number 18-0423

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: Long Beach East Signal DesignDepartment: Public Works Project Manager: Jeff LindgrenDate: November 16, 2018Service Requested: Design engineering services for the replacement of traffic signals and ancillary equipment at various locations within Long BeachJustification: This project will result in the design for the construction of the permanent rebuilding of traffic signals that were impacted by Superstorm Sandy. The project has received 90% funding match from Federal Highway Administration (FHWA) for design services and construction.Requested by: Harold Lutz PE, Director of Traffic Engineering

Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$883,108.00
Circle appropriate phaseTotal Project Cost: \$11,038,850.00
Includes, design, construction and CMDate Start Work: 2/1/2019
Phase being requestedDuration: 18 Months
Phase being requestedCapital Funding Approval: YES ☐ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project): 62023See Attached Sheet if multiyear ☐NIFS Entered: [Signature]

SIGNATURE

DATE

AIM Entered: Deanna Funk

SIGNATURE

DATE

Funding Code: 62023-002

use this on all encumbrances

Timesheet Code: 18-0423

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation

Department Head Approval:

YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval:

YES ☒ NO ☐

SIGNATURE

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

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

DCE/Ops Approval:

YES

NO

Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Jeff Lindgren, Project Manager, Traffic Engineer II

FROM: Office of the Commissioner

DATE: October 23, 2018

SUBJECT: CSEA Sub-Contracting Approval
C18-116 –T62023-03D – Long Beach East Signal Design

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 **C18-116**.

Please prepare the necessary documentation to proceed with your work.

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



Roseann D'Alleva
Deputy Commissioner

RD:las

c: Harold Lutz, Director of Traffic Engineering
Loretta Dionisio, Assistant to Deputy Commissioner
Jonathan Lesman, Management Analyst II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: October 9, 2018

SUBJECT: CSEA Notification of a Proposed DPW Contract
 Long Beach East Signal Design
 Contract No: T62023-03D

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: Engineering Design
2. The work involves the following: Design of Traffic Signals, communications and ITS equipment at various locations along the South Shore of Nassau County.
3. An estimate of the cost is: \$883,108.00
4. An estimate of the duration is: Eighteen (18) months
5. Due to the nature and complexity of this work, historically, projects of this type have not been completed utilizing County work force.

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



Roseann D'Alleva
 Deputy Commissioner

RD:HTL:AL:ac

c: Kenneth G. Arnold, Commissioner
 Christopher Nicolino, Director, Office of Labor Relations
 Loretta Dionisio, Assistant to Deputy Commissioner
 Harold T. Lutz, Director of Traffic Engineering
 Christopher Yansick, Unit Head, Financial Services Unit
 Diane Pyne, Unit Head, Human Resources Unit
 Aryeh Lemberger, Unit Head, Traffic Engineering Unit
 Jeff Lindgren, Project Manager, Traffic Engineer II
 Jonathan Lesman, Management Analyst II
 David Cotter, Traffic Engineer I



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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(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.

04/16/2020

mldlyy

Signature

04/16/2020

Date _____

Name of Organization

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.
- s. 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.



LOUIKMC-01

SEDNIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2020

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

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

PRODUCER UNFCU Financial Services, LLC dba Industrial Coverage 62 South Ocean Avenue Patchogue, NY 11772	CONTACT NAME PHONE (A/C, No, Ext) (631) 736-7500		FAX (A/C, No) (631) 736-7619
	E-MAIL ADDRESS		
INSURED Louis K. McLean Associates Engineers & Surveyors P.C. 437 South Country Road Brookhaven, NY 11719-9773	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A Transportation Ins Co		20494
	INSURER B Continental Casualty Company		20443
	INSURER C Continental Ins Co		35289
	INSURER D Hartford Life and Accident Ins Co		70815
	INSURER E		
INSURER F			

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

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

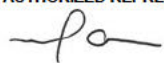
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		1034621966	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1081599422	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			1034621997	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCR PTION OF OPERATIONS below		N/A	2002416544	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	NY DBL / PFL			LNY315786	1/1/2020	1/1/2022	Statutory Benefits

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

RE: Long Beach East Signal Design

Certificate holder is included as additional insured for General Liability if required by written contract in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County 1550 Franklin Avenue Mineola, NY 11501	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2020

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

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME ALYSON GRAZIOSI PHONE (A/C, No, Ext) 516-869-8788 E-MAIL ADDRESS agraziosi@crpgp.com FAX (A/C, No) 516-470-0338		
INSURED Louis K. McLean Associates Engineers & Surveyors PC 437 S. Country Road Brookhaven NY 11719		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A Berkshire Hathaway Specialty Insurance		
		INSURER B		
		INSURER C		
		INSURER D		
		INSURER E		
		INSURER F		

COVERAGES

CERTIFICATE NUMBER: 601005722

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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE	OTH-ER
							E.L. EACH ACC DENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROFESSIONAL LIAB LITY			47EPP30517003	5/1/2020	5/1/2021	EACH CLAIM AGGREGATE	\$5,000,000 \$5,000,000

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

Re: All projects

CERTIFICATE HOLDER**CANCELLATION**

Nassau County
1550 Franklin Ave
Mineola NY 11501

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

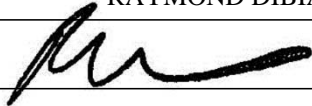
AUTHORIZED REPRESENTATIVE

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS, PC
Address (street/city/state/zip code):	437 SOUTH COUNTRY ROAD, BROOKHAVEN, NY 11719
Authorized Representative (name/title):	RAYMOND DIBIASE, PE, PRESIDENT/CEO
Authorized Signature:	
Contract Number:	PW-T62023-03D
Contract/Project Name:	LONG BEACH EAST SIGNAL DESIGN
Contract/Project Description:	TRAFFIC ENGINEERING SERVICES

Part 2- Projected MBE/WBE Contract Summary:

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract			
Total MBE Dollar Amount	103,261.96	MBE Contract Percentage	14.8
Total WBE Dollar Amount	56,601.60	WBE Contract Percentage	8.1
Total Combined M/WBE Dollar Amount	159,863.56	Combined M/WBE Contract Percentage	22.9

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

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

Part 4- 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: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>