

**E-6-22**

Certified:

Filed with the Clerk of the Nassau County
Legislature on February 14, 2022 3:41pm**NIFS ID:CLPW21000037 Department: Public Works****Capital: X**

SERVICE: Amend 1 FEDAID-Traffic Sig Exp3 T62454-03CM-PIN 0759.36

Contract ID #:CFPW19000014

NIFS Entry Date: 09-NOV-21

Term: from 17-JAN-22 to 17-JAN-23

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

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

Vendor Info:	
Name: L.K. McLean Associates	Vendor ID#: 11-2667189
Address: 437 South Country Road Brookhaven, NY 11719	Contact Person: Ray DiBiase
	Phone: 631-286-8668

Department:
Contact Name: Mike Hagan
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone:

Routing Slip

Department	NIFS Entry: X	12-NOV-21 -- LDIONISIO
Department	NIFS Approval: X	12-NOV-21 -- RD'ALLEVA
DPW	Capital Fund Approved: X	12-NOV-21 -- RDALLEVA
OMB	NIFA Approval: X	15-NOV-21 -- CNOLAN
OMB	NIFS Approval: X	12-NOV-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	12-NOV-21 -- NSARANDIS
County Atty.	Approval to Form: X	12-NOV-21 -- NSARANDIS
CPO	Approval: X	17-NOV-21 -- PARJUNE

DCEC	Approval: X	23-NOV-21 -- RCLEARY
Dep. CE	Approval: X	24-NOV-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	14-FEB-22 -- CLEIMONE
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: The purpose of the original contract was to provide construction management and construction inspection services for Traffic Signal Expansion Phase 3 in the amount of \$1,030,680.00 to be paid from capital project number 62459. The purpose of the amendment is to add \$800,000.00 to the original amount, extend the term limit by 12 months and to delete some erroneous language in the contract.FED AID JOB-PIN 0759.36.</p>
<p>Method of Procurement: A request for bid submittals was placed for a four week period in eProcure, Newsday and the NYS Contract Reporter. Following a review of four (4) Technical Proposals, L.K. McLean Associates, P.C. was ranked the best and provided the lowest cost per technical point.</p>
<p>Procurement History: See above.</p>
<p>Description of General Provisions: The purpose of this contract is to provide construction management and construction inspection services for Traffic Signal Expansion Phase 3 in the amount of \$1,030,680.00 to be paid from capital project number 62459. FED AID JOB-PIN 0759.36. The project will rebuild traffic signals, interconnect, pedestrian ramps and other associated work along Nassau Road in Uniondale and Roosevelt, North Main Street in Freeport, Greenwich Street in Hempstead and North Long Beach Road in Hempstead. The purpose of the amendment is to add \$800,000.00 to the original amount, extend the term limit by 12 months and to delete some erroneous language in the contract.</p>
<p>Impact on Funding / Price Analysis: Due to weather and COVID 19 the project was delayed unexpectedly. An additional \$800,000.00 is needed to complete the project. The new project cap is to be \$1,830,680.00. Project 62459. FEDERAL AID JOB.</p>
<p>Change in Contract from Prior Procurement: Additional funds and time are being requested. Also, some erroneous language is to be removed from the contract.</p>
<p>Recommendation: (approve as submitted) Approve as submitted.</p>

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		1	PWCAPCAP/62459/936/00003	\$ 800,000.00
Control:	00	Contract:				
Resp:	CAP	County	\$ 0.00			\$ 0.00
Object:	00003					

Transaction:		CL	Federal	\$ 0.00					
Project #:		62459	State	\$ 0.00					\$ 0.00
Detail:		936	Capital	\$ 800,000.00					\$ 0.00
			Other	\$ 0.00					\$ 0.00
			TOTAL	\$ 800,000.00				TOTAL	\$ 800,000.00

RULES RESOLUTION NO. – 2022

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with L.K. McLean Associates, P.C. for Construction Management/Inspection Services for all construction activities for Traffic Signal Expansion Phase III, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with L.K. McLean Associates, P.C.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) **L.K. McLean Associates, P.C.**, having its principal office at 437 South Country Road, Brookhaven, New York 11719 (the "Firm").

WITNESSETH:

WHEREAS, pursuant to County contract number T62454-03CM between the County and the Firm, executed on behalf of the County on July 17, 2019 (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities for Traffic Signal Expansion Phase III, various hamlets and towns, for the Nassau County Traffic Signal Construction and Operations Unit, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from July 17, 2019 through July 17, 2021 (the "Original Term") and then extended six months more up to January 17, 2022.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was One Million Thirty Thousand Six Hundred and Eighty Dollars (\$1,030,680.00) (the "Maximum Amount").

WHEREAS, the County and the Firm desire to increase the Maximum Amount; and extend the contract for 12 months,

WHEREAS, the Agreement contains Exhibit A "Budget", Exhibit B "Project Schedule", Appendix B "Staffing Schedule", and identifies the salary and wages multiplier as 2.2. The inclusion of Exhibit A "Budget", Exhibit B "Project Schedule", the "Staffing Schedule" in Appendix B, and identifying the salary and wages multiplier as 2.2 in Appendix B were all errors, and unintentionally limited the amount of compensation due the Firm.

WHEREAS, the County desires to amend the Agreement to delete and correct the errors in the Agreement.

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

Term Extension: The Term of this agreement in consideration shall be extended by 12 months from the date of expiration of the Extension to the Original Agreement. The new termination date for this agreement shall be **January 17, 2023** (Amended Term).

Payment. Section 3(a) Amount of Consideration shall be increased by Eight Hundred Thousand Dollars (\$800,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed One Million Eight Hundred Thirty Thousand Six Hundred and Eighty Dollars (**\$1,830,680.00**) (the "Amended Maximum Amount"). Payment for Services shall be made in accordance with the rates and terms provided in the Original Agreement.

Deleted Exhibits A and B. Exhibit A "Budget", and Exhibit B "Project Schedule" are deleted in their entirety.

Amended Exhibit A. Exhibit A "Detailed Scope and Budget" is amended to delete "Signal Communications Phase 2" and replace it with "Traffic Signal Expansion Phase 3".

Amended Appendix B. Appendix B "Payment Schedule" item A, "Basic Services" is amended to delete the "2.2" salary and wages multiplier and replace it with "2.25.", and to delete in its entirety that portion of Appendix B, item A under the subheading "STAFFING SCHEDULE."

Compliance with Law.

(a) 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.

(b) 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.

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

Retroactive Effective. The effect of this Amendment is to be retroactively applied to all Services performed and billed by the Firm pursuant to the Agreement.

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

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

L.K. McLean Associates, P.C.

By: 

Name: Robert Steele

Title: Exec Vice President

Date: 10/6/21

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 6th day of October in the year 2021 before me personally came Robert + Steele to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Exec. Vice President 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

CHRISTINE WIEGAND
NOTARY PUBLIC, State of New York
No. 01WI6210359, Suffolk County
Commission Expires August 17 2025

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 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

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Amended Exhibit A
Detailed Scope and Budget
Traffic Signal Expansion Phase 3- Construction Management/Inspection Services
Basic Services of the Firm

INTRODUCTION

The Nassau County Department of Public Works (DPW) seeks to initiate a project that will provide professional construction management/Resident Engineer services for the construction phase including pre and post construction phases for Traffic Signal Expansion Phase 3. These services will include construction management services and construction inspection to oversee the work of the contractor who will install the traffic signals, interconnect, pedestrian ramps and other associated work. The traffic signals that will be rebuilt are along Nassau Road in Uniondale and Roosevelt, North Main Street in Freeport, Greenwich Street in Hempstead and North Long Beach Road in Hempstead. The scope of services to be performed in the respective phases (which may overlap) is summarized below.

SCOPE OF SERVICES

1.0 Construction Phase Services

- 1.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project. The contract award package is then submitted to NYSDOT Construction for their review and concurrence. The Construction Phase will terminate upon final acceptance of the project in its entirety by the County. However, the contract will also require final inspection with NYSDOT Construction. A punch list of items to be completed will be established, if necessary, and resolved. After punch list work is completed, the Sponsor should submit all necessary close out Documents as per Chapter 17 of the PLAFAP manual to NYSDOT for their review and concurrence. The construction phase is estimated to be 18 months with an estimated pre-construction phase of 2 months and the post-construction phase of 2 months.
- 1.2 Pre & Post Construction Phase – The pre-construction phase shall include all the required documentation, insurance, safety and minority paperwork as well as the tracking, review and approval of proposed materials for the project. The post-construction phase shall include all supporting documentation and closeout paperwork in accordance with Federal Aid policies and procedures.
- 1.3 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the users. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, and anything else needed to perform the work.
- 1.4 Site Conditions – As portions of the work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County to devise appropriate modifications to the Contract Documents.
- 1.5 Quality Assurance – The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of each CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the County against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by county staff with the Work of the CCs. The CM shall promptly notify the

County, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall implement correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

- 1.5.1 Monitor Progress – Inspect and Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, each contractor's labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC contracts, to ensure that the CC workforce is sufficient and the Work is being diligently completed in strict compliance with the contract documents.
- 1.5.2 Documentation – Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, and requests for information, supplementary bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CCs' submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the Engineer for review and approval within 48 hours of receipt by CM of CCs' submittals. The CM shall return submittals to the CC within 24 hours of receipt from the County, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, maintenance manuals, spare parts and attic stock if any, provided by the CC.
- 1.5.3 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CCs. CM shall correlate CCs' payment requests with the progress of the Work, and take into account any deficiencies in the Work for which payment is being requested, in making a recommendation. The CM's recommendation for payment shall constitute a representation to the County that, to the best of the CM's knowledge, information and belief the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. In addition, the CM shall track payments to CCs document construction expenditures.
- 1.5.4 Meetings – schedule and conduct regular weekly meetings with the CC, the County, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related to the Project. The CM shall also attend periodic meetings with the County as needed. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.
- 1.5.5 Reporting – The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

- A. Executive Summary
- B. Progress Narrative - supported by photographs and the project schedule updated to show progress
- C. Issues Report – Report on all critical and important issues, which require the attention of the County
- D. Change Orders – log the status of change orders (e.g., potential, proposed, pending, processed)
- E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work or delay
- H. Attachments – attach photographs, logs, reports, etc. which are germane to the Issues Report.
- I. Critical issues pertinent to the project.

1.5.6 Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information. The CM shall verify and approve means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the Work of the CC as necessary. The CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC.

1.5.7 Changes - The CM shall evaluate and prepare all Supplementary Bulletins prior to their issuance, prepare cost estimates, review the CCs' proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time, and assist the County in negotiating Change Orders. Where changes are or may be the result of the Engineer's error or omission, the CM shall inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Supplementary Bulletins, Proposals and Change Orders.

1.5.8 Temporary Office – Engineering Consultant shall provide an Engineer's Field Office as part of this project. Field Office shall be a minimum of 530 Square Feet of space, including two (2) 100 square foot small rooms, one (1) bathroom, parking for six (6) vehicles, two (2) 4 drawer cabinets, four (4) desks with chairs a small conference table with chairs, five (5) book cases, internet connection, multi-function printer/copier/scanner and office supplies. Nassau County will provide desktop computers in conjunction with this project. The Office shall be located within three (3) miles of the project.

2.0 Post-Construction Phase Services

2.1

Contract Closeout - Conduct final inspections of the completed project with County representation and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. If the project will be completed in phases then multiple final inspections shall be conducted as needed. Compile project record documents collected during the construction phase and supplement with any information collected during construction. Review the as built drawings provided by the contractors and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Engineer for the preparation of record drawings. Contract closeout is scheduled to be completed in 3 months following the completion of the construction phase.

- 2.2 Claims and Disputed Work - The CM shall promptly review CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the County for interpretation. Advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the County's determination, where applicable.
- 2.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager / Inspector, as defined herein. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Engineer.
- 2.4 Preparation of Contract Closeout Documentation - The CM shall complete all contract closeout documentation in accordance with Federal Aid policies and procedures and the NYS PLAFAP manual. In addition, the CM shall ensure that all files and documentation are complete and in order so that the County can maintain proper records in storage.

3.0 Additional Services

- 3.1 Extended Construction and/or Post Construction Phase Services: The CM shall provide hourly rates and multiplier for all staff assigned to the project. The hourly rates plus multiplier shall include all costs, including overhead and profit. These rates shall be the sole basis for additional compensation for extended construction and/or post construction phase staffing services.

Amended 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 **One Million Thirty Thousand Six Hundred Eighty Dollars (\$1,030,680.00)**. The Firm shall be compensated for such services by an amount equal to 2.25 times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

B. REIMBURSABLE EXPENSES

1. Field Investigations – the Firm shall be reimbursed for the actual costs incurred in connection with the any utility mark out, location or relocation services of overhead or underground utilities. Utility walk-thru or field meetings are not considered reimbursable expenses and shall be include in labor expenses related to this agreement. Invoices must be substantiated by bills and payment records.
2. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.
3. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

All reimbursable expenses shall be a fixed direct reimbursement cost authorized by the County following the review of an estimate proposal. All reimbursable expenses shall be authorized by the County prior to the commitment or expenditure of the reimbursable expense. The County shall not reimburse the Contractor for such expenses **in excess of Forty Five Thousand (\$45,000.00)** unless the Contractor has obtained prior written consent from the County to incur said expense.



Nassau County Interim Finance Authority

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

1. Vendor: L.K. McLean Associates

2. Dollar amount requiring NIFA approval: \$800000

Amount to be encumbered: \$800000

This is a Amendment

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: one year

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 the original contract was to provide construction management and construction inspection services for Traffic Signal Expansion Phase 3 in the amount of \$1,030,680.00 to be paid from capital project number 62459. The purpose of the amendment is to add \$800,000.00 to the original amount, extend the term limit by 12 months and to delete some erroneous language in the contract.FED

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

Nassau County Attorney as to form

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

15-NOV-21

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: _____

CONTRACTOR ADDRESS: _____

FEDERAL TAX ID #: _____

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 _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


Department Head Signature

Date

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

Certificate of No Change Form



All fields must be filled.

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

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

I, 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: LKMA

Vendor's Address: 437 South Country Road, 20 Flintlock Drive, Shirley, NY 11967 BROOKHAVEN
NY US 11719

Vendor's EIN or TIN: 11-2667189

Forms Submitted:

Political Campaign Contribution Disclosure Form:
08/13/2021 01:35:38 PM

Lobbyist Registration and Disclosure Form:
08/10/2021 02:10:50 PM

Business History Form certified:
09/03/2021 12:26:20 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
08/10/2021 02:13:13 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]	08/19/2021 02:23:55 PM
Robert Steele, PE [RSTEELE@LKMA.COM]	08/19/2021 02:28:41 PM

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 RDIBIASE@LKMA.COM

Name

President & CEO

Title

Louis K McLean Associates Engineers & Surveyors, PC

Name of Submitting Entity

09/07/2021 01:15:28 PM

Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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:
Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

Dated: 08/13/2021 01:35:38 PM

Vendor: Louis K McLean Associates Engineers & Surveyors, PC

Title: President/CEO



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: 08/10/2021 02:10:50 PM

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: 1/1/1950
Home address: 1000 1st Ave
City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11201
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 - 87%

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

08/19/2021 02:23:55 PM

Date

Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Raymond G. DiBiase, P.E. (87)
President and Chief Executive Officer

Robert A. Steele, P.E. (9)
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., Executive 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

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: ██/██/██
Home address: ██ ██████████
City: ██████ State/Province/Territory: ██ Zip/Postal Code: ██████
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.

9%

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

CERTIFICATION

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

Louis K McLean Associates Engineers & Surveyors, PC

Name of submitting business

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

Robert Steele, PE [RSTEELE@LKMA.COM]

Executive VP

Title

08/19/2021 02:28:41 PM

Date

Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Raymond G. DiBiase, P.E. (87)
President and Chief Executive Officer

Robert A. Steele, P.E. (9)
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., Executive 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

Business History Form

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

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

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

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

Date: 09/03/2021

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

Address: 25 NEWBRIDGE ROAD

City: HICKSVILLE State/Province/Territory: NY Zip/Postal Code: 11801

Country: US

Start Date: _____ End Date: _____

3) Mailing Address (if different): 437 South Country Road

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

Country: _____

Phone: (631) 286-8668

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

4) Dun and Bradstreet number: 437 South Country Road

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.

Town of Huntington vs. L.K. McLean Associates, PC and Bellingham Marine. This complaint was filed against LKMA and Bellingham Marine regarding damage that has occurred to a floating concrete dock system in the Village of Northport. The project was constructed in 2013 and the docks were subsequently damaged over a period of years as a result of wave forces. It is notable that during the design of the project, The Town directed LKMA in writing to remove the proposed protective wave screen from the project, originally in the design. LKMA is currently in discussions with the dock manufacturer (Bellingham) and the Town to resolve the issue and continues to work for the Town on various projects.

- 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;

01/01/1950

- 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..

1 File(s) Uploaded: 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;

15000000

vii) Summary of relevant accomplishments

see Attached

1 File(s) Uploaded: Relevant Accomplishments.pdf

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

1 File(s) Uploaded: LKMA Engineering & Surveying Certs thru 2023.pdf

B. Indicate number of years in business.

71

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	NYSDOT		
Contact Person	John McGullam, PE		
Address	250 Veterans Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 952-6041		
Fax #			
E-Mail Address	JBrundige@EHamptonNY.Gov		

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

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

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Name of submitting business: LKMA

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

President/CEO
Title

09/03/2021 12:26:20 PM
Date

Vendor Disclosure Statement Information

Table of Organization

Officers – 5% or more:

Raymond G. DiBiase, P.E. (87)
President and Chief Executive Officer

Robert A. Steele, P.E. (9)
Executive Vice-President and Secretary/Treasurer

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Robert A. Steele, P.E.
James L. DeKoning, P.E.

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Robert A. Steele, P.E., Executive 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

4.0 RELEVANT EXPERIENCE

L. K. McLean Associates, P.C. (LKMA), is a professional corporation based in Brookhaven which has provided professional services to Nassau County DPW since 1988. LKMA was founded in Wantagh in 1950, performing surveying and engineering services for residential subdivision layout in Nassau County. Many of these homes were purchased by World War II veterans. LKMA currently has a staff of 90 people (21 of whom are licensed). In addition to LKMA's main office located in the Hamlet of Brookhaven, we are pleased to note that as of January 2019 we have opened a satellite office located at 25 Newbridge Road in Hicksville to better serve our clients located in Nassau County.

LKMA provides a broad range of services for 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 70 years.

Shahrish Consulting, LLC, located with offices in both Melville and New York City, is a full-service multi-disciplinary, MBE/DBE/SBE certified engineering design and construction management services firm. **Shahrish** has an extensive array of public infrastructure projects, along with commercial, residential and industrial buildings. The firm has provided a full range of land survey/geomatics services including engineering services in the planning, design and construction management of infrastructure projects in both the public and private sectors.

In addition to our extensive background of work experience, the Project Team possesses the necessary resources to complete this project successfully and in a timely manner. The LKMA Team has a proven track record on similar projects. LKMA has been providing professional engineering and surveying services to the area for 70 years. The longevity and stability of the LKMA Team will ensure that the Team has the ability and the expertise including the financial stability to undertake this important project.

4.1 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 LKMA has enjoyed for 70 years.

References can be found on our Project Information Sheets on the following pages.

4.2 Relevant Project Experience

Surveying and mapping experience for the LKMA Team can be found on the following pages. In addition to property surveys, our topographic survey experience includes the preparation of base mapping for numerous highway design projects on Long Island.



PROJECT NAME: NYSDOT TERM AGREEMENT FOR SURVEY SERVICES (TASS) / NASSAU & SUFFOLK COUNTIES

CLIENT REFERENCE: LOUIS VISCONTI, PLS
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
631-952-6686



Department of
Transportation

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.



- VARIOUS SURVEYS
- ROW MAPPING
- PHOTOGRAMMETRIC CONTROL
- PROPERTY LINE DETERMINATIONS

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.





PROJECT NAME: SCDPW HIGHWAY "ON CALL" SURVEY AGREEMENT

CLIENT REFERENCE: WILLIAM HILLMAN, P.E.
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
631-852-4002



Involves horizontal control, vertical control, topographic survey, right-of-way mapping and property acquisition surveys for miscellaneous projects (e.g. drainage improvements, highway improvements, parks/open space acquisitions and dredging). Specific property line surveys include the Szuster Property (68 acres) adjacent to CR 21 in Yaphank, Suffolk Manorville Associates (41 acres) between the Long Island Expressway and the Long Island Rail Road in Manorville, the Kassover Property (25 acres) adjacent to CR 111 in Manorville, multiple small lots (45 acres) in Southampton, Greene's Creek (6 acres) in Sayville, Dwarf Pines Plains (9 acres) and the John P. Cohalan Court Complex (25 acres) on Carleton Avenue in Central Islip. Hydrographic surveys for dredging included Red Creek Pond, Wooley Pond and North Sea Harbor in Southampton, Accabonac Harbor in East Hampton, Little Creek in Southold and Home Creek in Brookhaven and the Nissequogue River in Smithtown. Topographic site surveys, included the Suffolk County Minimum Security Prison in Yaphank and the Lustgarten Property in Middle Island. Topographic highway surveys include a complete survey, mapping and cross sectioning of CR 76 Town Line Road from Hoffman Lane to Terry Road.



The above photo shows the survey limits of the Nissequogue River dredging project. Work included pre- and post-dredging soundings, stakeout and material determination.



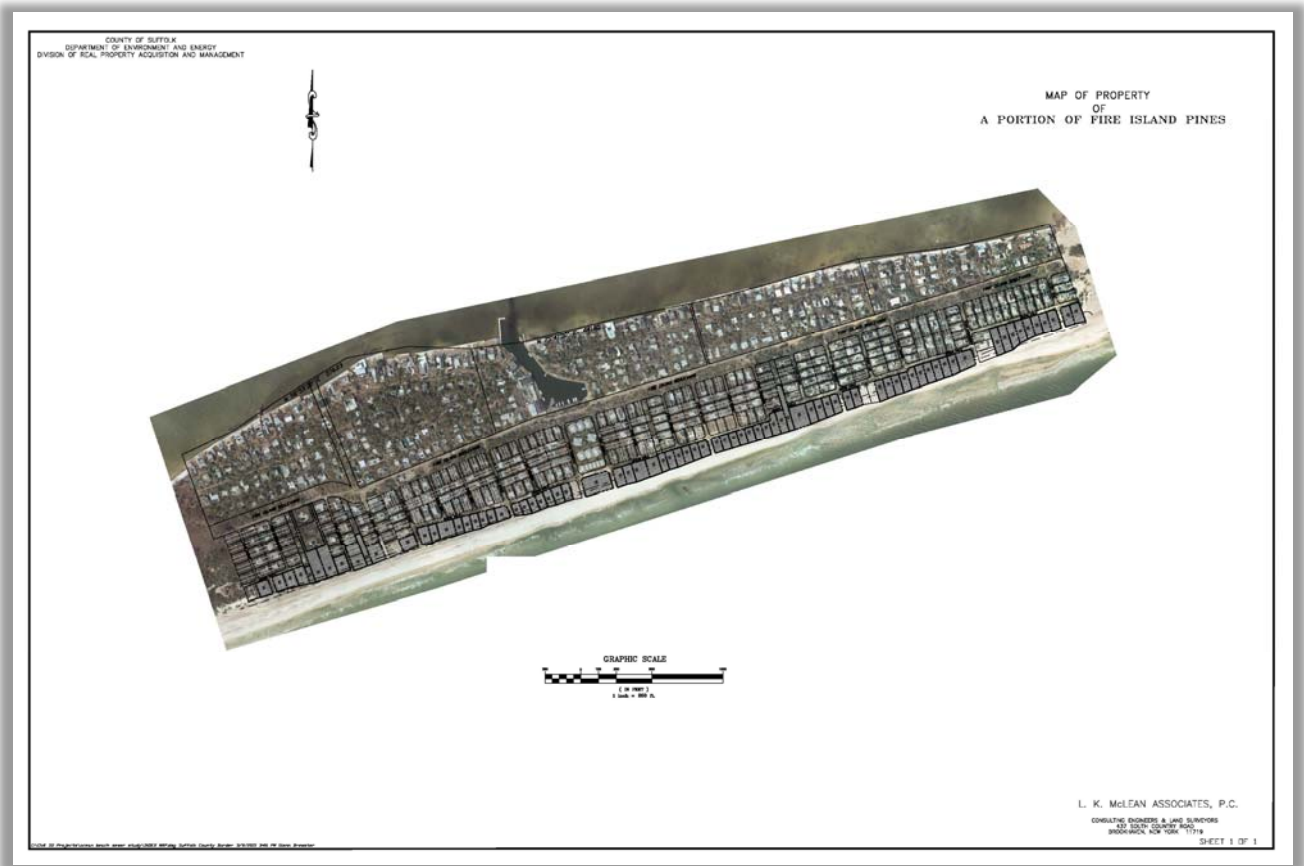


**PROJECT NAME: SURVEY & MAPPING SERVICES IN CONJUNCTION
WITH FIRE ISLAND STABILIZATION PROJECT FROM
FIRE ISLAND INLET TO MORICHES INLET**

CLIENT REFERENCE: WILLIAM HILLMAN, P.E
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
631-852-4002



Provided survey services required to prepare 78 easement maps located in the Pines section of Fire Island. LKMA services included setting horizontal and vertical control, topographic survey, property line determinations and the preparation of permanent easement maps in conformance with the Suffolk County Department of Public Works Standards (SCDPW).





TODAY'S CHALLENGES | TOMORROW'S SOLUTIONS

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

CLIENT REFERENCE: WILLIAM HILLMAN, P.E.
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
631-852-4011



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.



437 SOUTH COUNTRY ROAD
BROOKHAVEN, NY 11719
(631) 286-8668

25 NEWBRIDGE ROAD, SUITE 304
HICKSVILLE NY 11801
(631) 286-8668

WWW.LKMA.COM





PROJECT NAME: TOWN OF EAST HAMPTON AIRPORT SURVEY

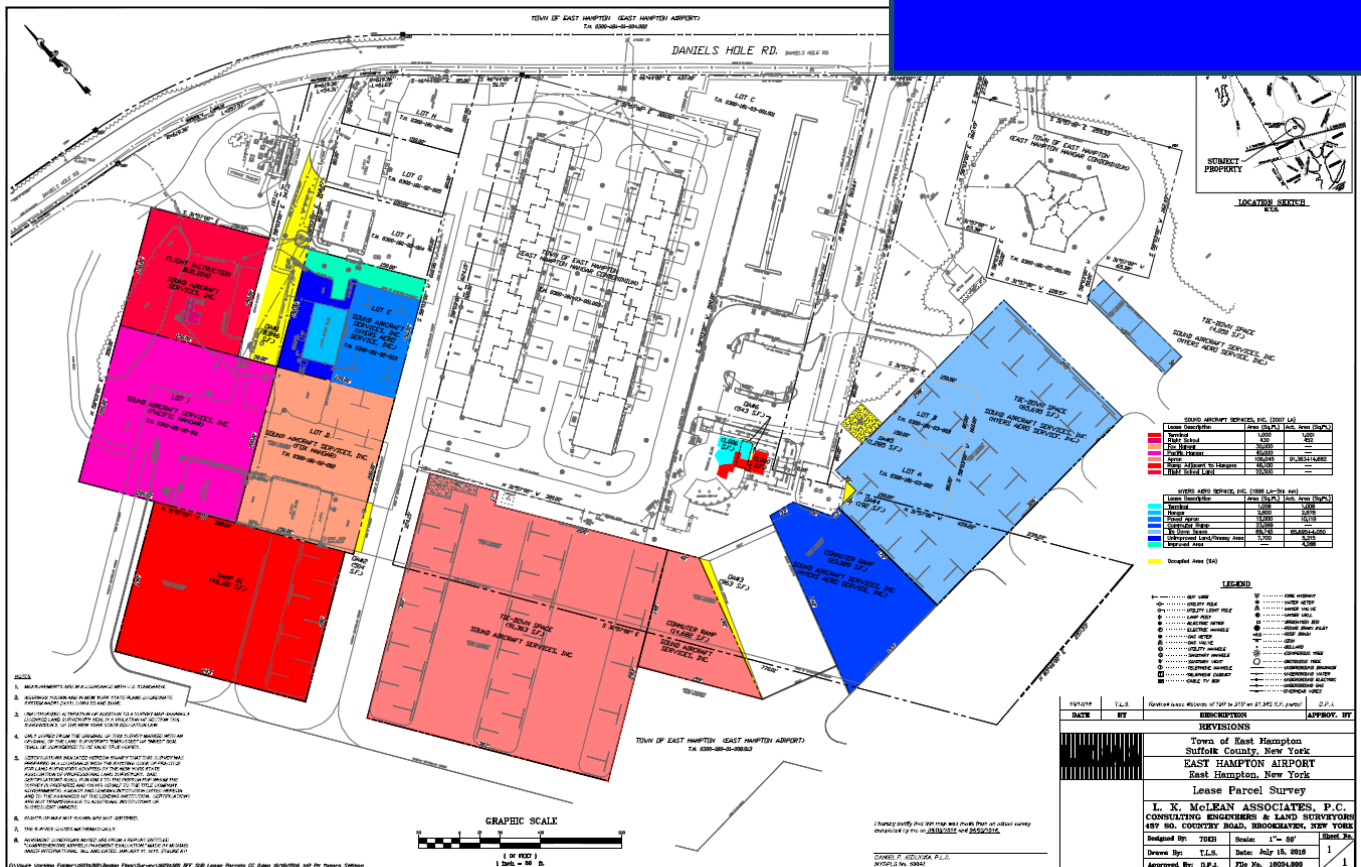
CLIENT REFERENCE: MR. JAMES BRUNDIGE
EAST HAMPTON
631-537-1130



LKMA provided survey and stakeout services related to a TERPS analysis report for encroachments at Runway 10/28.

LKMA provided lease boundary survey along with full topographic mapping of the lease parcels.

- SURVEY & STAKEOUT SERVICES
- TERPS ANALYSIS REPORT
- LEASE BOUNDARY SURVEY



Lease Parcel Survey



PROJECT NAME: SUNY STONY BROOK GYRODYNE PROPERTY ACQUISITION

CLIENT REFERENCE: JOHN FOGARTY, DIRECTOR OF CAPITAL PLANNING
STONY BROOK UNIVERSITY
631-632-3077



Boundary survey and mapping for acquisition of 246 acre site to be added to SUNY, Stony Brook University campus. Mapping included existing planimetric features and all mapping conformed to current NYSDOT right-of-way mapping requirements. Project also included monumentation of all courses and topographical survey, mapping and Digital Terrain Modeling (DTM) of the entire parcel. Two pairs of permanent control monuments were also set using static GPS survey technology.



Aerial photo indicating boundary survey and mapping of the Gyrodyne Parcel.



PROJECT NAME: FARMINGDALE STATE COLLEGE CONSTRUCTION STAKE-OUT SURVEYS

CLIENT REFERENCE: JOHN FISCHETTI, PROJECT MANAGER
J. KOKOLAKIS CONTRACTING, INC.
1500 OCEAN AVENUE
BOHEMIA, NY. 11716
631-744-6147

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

- FIELD STAKE-OUT SURVEYS



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

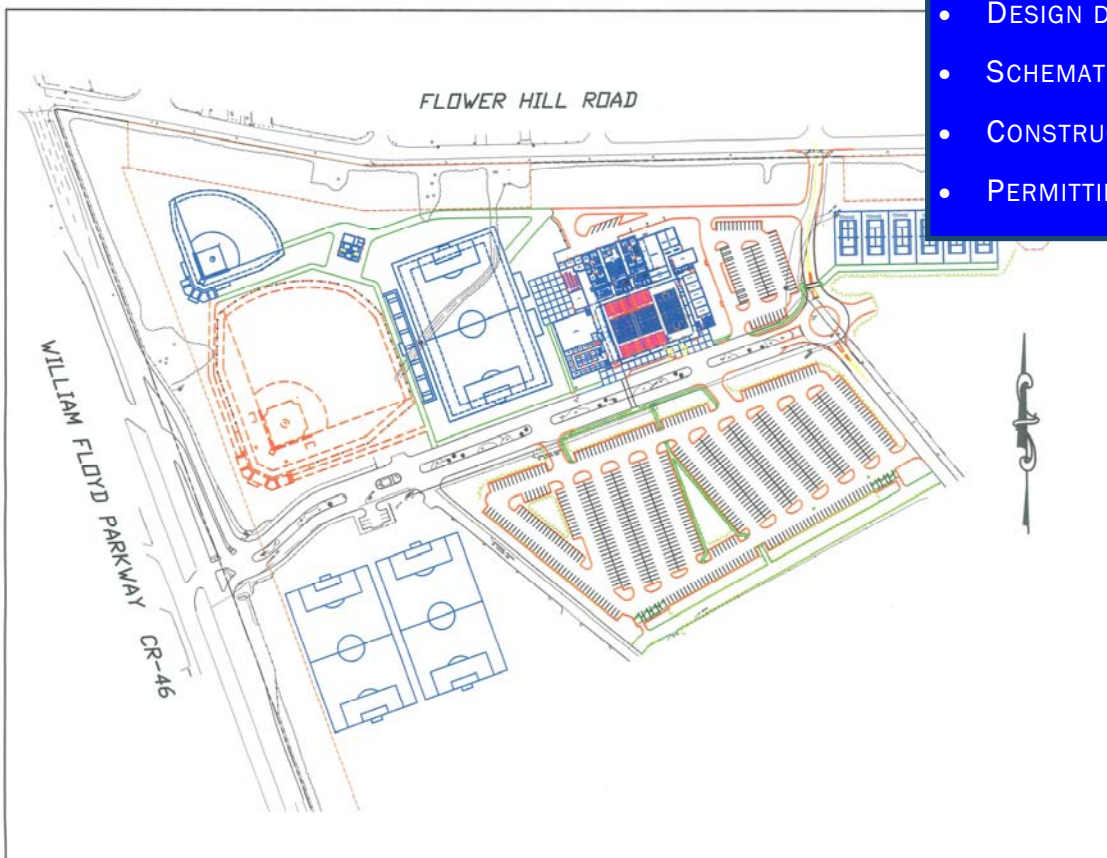


PROJECT NAME: DOWLING COLLEGE – BROOKHAVEN CENTER CAMPUS STUDENT ATHLETIC CENTER

CLIENT REFERENCE: TOM DOWNS, DIRECTOR OF FACILITIES SERVICES
DOWLING COLLEGE – BROOKHAVEN CENTER
631-244-3025

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.

- SURVEY & MAPPING
- DESIGN DEVELOPMENT
- SCHEMATIC LAYOUTS
- CONSTRUCTION DOCUMENTS
- PERMITTING



Overview of proposed facilities.



**PROJECT NAME: NYSDOT TERM AGREEMENT FOR STORMWATER
MANAGEMENT/WATER QUALITY SERVICES
REGIONS 8, 10 & 11 (D031330)**



CLIENT REFERENCE: STEPHANIE LEWISON
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
845-431-5823

Term Agreement contract for Stormwater Management and Water Quality Services providing for stormwater management assessment and design, water quality assessment/evaluation, erosion and sediment control design and inspection, drainage system mapping and inspection, and watershed mapping within/adjacent to project areas, and other similar tasks during the planning, design, construction, maintenance and operations of transportation facilities. Assignments under this contract pertained to: (1) inspection and GIS recording of approximately 5000 outfalls in 4 different counties for the presence of illicit discharges; (2) continued investigation and sampling for Coliform bacteria assessment in 'dry-weather flow' culvert discharges into Northport Harbor and groundwaters, Suffolk County; (3) investigation and sampling of surface water runoff and outfall discharge into Georgica Pond for water quality parameters and Coliform bacteria, Suffolk County.



Drainage Outfall Inspection

- SURVEY & MAPPING
- DRAINAGE OUTFALL INSPECTIONS FOR IL-
LICIT DISCHARGES
- WATER QUALITY INVESTIGATIONS AND
SAMPLING
- 2015–2018, \$450K



Georgica Pond Study



**PROJECT NAME: NYSDOT ADA COMPLIANCE OT2381,
NASSAU AND SUFFOLK COUNTIES**

CLIENT REFERENCE: KEN MURPHY, PE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
631-952-6654



**Department of
Transportation**

Final design services (Phases V and VI) of an ADA Compliance Project in accordance with the proposed work identified in the approved IPP/FDR. The consultant is responsible for preparing multiple Plans, Specifications and Estimate packages. Work under this agreement consists of installing and/or upgrading sidewalk curb ramps to meet current ADA (Americans with Disabilities Act) requirements and Department Standards at various locations in Nassau and Suffolk Counties. The scope of work also includes identifying and designing locations, within given project limits, where there are gaps in sidewalks and/or existing sidewalks that do not meet current Standards. LKMA is providing Survey and Mapping for this project.

- SURVEY & MAPPING
- ADA COMPLIANCE
- SIDEWALK CURB RAMPS
- 2019 COMPLETION

**Proposed Accessibility Guidelines
for Pedestrian Facilities
in the Public Right-of-Way**

July 26, 2011

UNITED STATES ACCESS BOARD
A FEDERAL AGENCY COMMITTED TO ACCESSIBLE DESIGN





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



CLIENT REFERENCE: KEN ARNOLD
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
516-571-6994

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.



- SURVEY & MAPPING
- DESIGN PLANS
- CONSTRUCTION INSPECTION
- ARRA
- DECORATIVE STREET LIGHTING
- RECONSTRUCTED TRAFFIC SIGNALS
- IMPROVEMENTS FOR PEDESTRIAN SAFETY

Photo of completed construction.





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



CLIENT REFERENCE: JEFF LINDGREN
 NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
 516-571-6998

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.

- SURVEY & MAPPING
- TRAFFIC CALMING
- MEDIAN ISLANDS
- TRAFFIC SIGNAL INSTALLATION
- 2007 COMPLETION
- \$ 3 MILLION



Photo of completed construction





**PROJECT NAME: NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
GRANT PARK RECREATIONAL FACILITY—DESIGN/
PERMITTING**



CLIENT REFERENCE: BRIAN SCHNEIDER
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
516-571-9611

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.

- SURVEY, PERMITTING, DESIGN
- SYNTHETIC TURF FIELDS
- COMFORT STATION
- LANDSCAPING
- \$2,5 MILLION



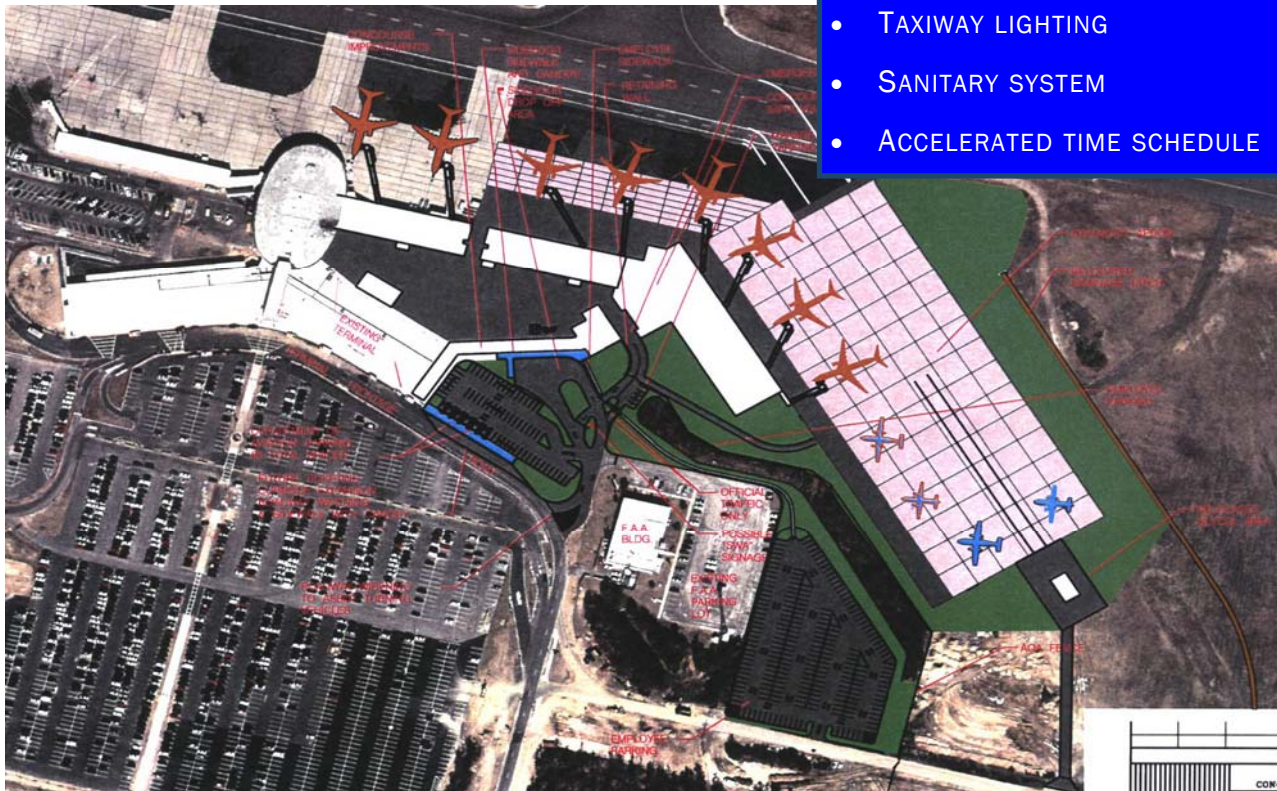
PROJECT NAME: LONG ISLAND MACARTHUR AIRPORT— CONCOURSE IMPROVEMENT PROJECT

CLIENT REFERENCE: ROB SCHNEIDER
LONG ISLAND MACARTHUR AIRPORT / AVIATION DEPARTMENT
631-467-3300



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 Mac Arthur 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. Work was staged to minimize impacts on aircraft, vehicular and pedestrian traffic. The project was completed under an accelerated time schedule.

- TOPOGRAPHIC SURVEY & DESIGN
- PARKING & ROADWAY DESIGN
- AIRCRAFT APRON
- DRAINAGE SYSTEMS
- TAXIWAY LIGHTING
- SANITARY SYSTEM
- ACCELERATED TIME SCHEDULE



The aerial photo shows the proposed improvements that were implemented as part of a \$10,000,000 design build "fast track" project.

PROJECT NAME: SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS TIMBER POINT GOLF COURSE, ISLIP



CLIENT REFERENCE: WILLIAM HILLMAN, PE
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
631-852-4002

Survey and mapping services for complete topographic CADD mapping of 240 acre golf course. Site included three nine hole golf courses, clubhouse, Suffolk Co. Police Marine Headquarters, boat marina, maintenance buildings, tennis courts, parking lots, roadway system, wetland areas and shorelines with bulkheading. Survey included soundings (depth of up to 25 feet) on a 25' square grid and water surface elevations at 12 individual ponds on property. Shoreline mean high water and low water lines adjacent to Great South Bay and Connetquot River were also determined. Mapping was accomplished using photogrammetric mapping supplemented with electronic field leveling to achieve the required accuracy. Mapping was provided in AUTOCAD format for use in the design of improvements to eliminate flooding on Golf Course.



- TOPOGRAPHIC SURVEY
- WATER LINE DETERMINATIONS
- PHOTOGRAMMETRIC MAPPING
- HORIZONTAL/VERTICAL CONTROL

This aerial photograph shows the area to be mapped and the horizontal and vertical control points necessary to achieve the required accuracy.



PROJECT NAME: COUNTY ROAD 16 RECONSTRUCTION

CLIENT REFERENCE: WILLIAM HILLMAN, P.E., CHIEF ENGINEER
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
631-852-4002



LKMA provided surveying and mapping services for the 2.8-mile reconstruction of Portion Road/ County Road 16 in Lake Ronkonkoma, Holbrook and Farmingville. These services included the preparation of maps and deed descriptions for the acquisition of private properties required to widen the roadway. LKMA also provided construction inspection services for the 18 new traffic signal installations on Portion Road.

- SURVEYING
- MAPPING
- CONSTRUCTION INSPECTION
- TRAFFIC SIGNALS



View of the completed reconstruction.



PROJECT NAME: COUNTY ROAD 19 RECONSTRUCTION

CLIENT REFERENCE: WILLIAM HILLMAN, P.E., CHIEF ENGINEER
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
631-852-4002



Preliminary and final design, survey and mapping, for the reconstruction of Suffolk County Road 19 between Waverly Avenue and Main Street in Patchogue. The roadway was narrowed and shifted away from the Patchogue River to calm traffic and create a landscaped park area adjacent to the river. A roundabout was designed at the Lake Street intersection. The project included extensive traffic capacity analysis, as well as reconstruction of the traffic signals at Main Street and the access to the new Blue Point Brewery and YMCA facilities.

- PRELIMINARY & FINAL DESIGN
- SURVEY & MAPPING
- TRAFFIC ENGINEERING
- TRAFFIC CALMING
- STORMWATER MITIGATION
- CREATION OF LANDSCAPED PARK AREA ADJACENT TO PATCHOGUE RIVER
- \$5M (EST) COMPLETION
- 2019 COMPLETION



Conceptual Design Plan of proposed project improvements. Final Design was completed in March 2019.

PROJECT NAME: COUNTY ROAD 46 DRAINAGE AND PEDESTRIAN IMPROVEMENTS

CLIENT REFERENCE: WILLIAM HILLMAN, PE, CHIEF ENGINEER
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
631-852-4011



LKMA provided survey and design services to enhance pedestrian safety and improve highway drainage conditions on CR 46, William Floyd Parkway from Coraci Boulevard to the Smith Point Bridge (approximately 2.25 miles). Pedestrian safety improvements included new and reconstructed sidewalks meeting current ADA accessibility criteria, in accordance with PROWAG (Public Rights-of-Way Accessibility Guidelines) and traffic signal improvements. The LKMA design team developed a computer drainage model of the existing and proposed drainage systems using Autodesk Storm and Sanitary Analysis Software. This software is a complete dynamic flow routing model that enabled LKMA to determine the feasibility of replacing the existing open channel grass swale parkway median with a closed stormwater infiltration / conveyance system.

- SURVEY & MAPPING
- PEDESTRIAN SAFETY
- HIGHWAY DRAINAGE IMPROVEMENTS
- RECONSTRUCTED SIDEWALKS
- ADA ACCESSIBILITY
- PROWAG
- TRAFFIC SIGNAL IMPROVEMENTS
- SANITARY ANALYSIS SOFTWARE



A conceptual photo-simulation showing the redesigned median and an aesthetically-pleasing landscaped berm to accommodate stormwater runoff.

PROJECT NAME: CR 57, BAY SHORE ROAD RECONSTRUCTION

CLIENT REFERENCE: WILLIAM HILLMAN, PE, CHIEF ENGINEER
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
631-852-4002



Project involved the design of 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.

- ROADWAY WIDENING
- EPP
- SURVEY & MAPPING
- TRAFFIC ANALYSIS/SIGNAL DESIGN
- **ACEC ENGINEERING EXCELLENCE AWARD**
- 2013 COMPLETION
- \$14 MILLION



Completed construction.



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.



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



PROJECT NAME: RED CREEK ROAD REALIGNMENT

CLIENT REFERENCE: ALEX GREGOR, SUPT. OF HWYS.
TOWN OF SOUTHAMPTON
631-728-3600



The purpose of this \$310,000 construction project was to mitigate unsafe roadway conditions and fix a dangerous combination of deficient roadway curvature and limited sight distance. Over the years there were a number of fatal accidents in the studied area of Red Creek Road. Based on field observations and analysis of the area L.K. McLean Associates modified the roadway alignment and designed a new super elevated horizontal curve with a 500' radius. Professional engineering services included survey, public bid documents and construction monitoring. The project was completed ahead of schedule and under budget.

- ROADWAY MITIGATIONS
- SURVEY
- CONSTRUCTION MONITORING
- \$310,000



The photo shows the completed new horizontal curve at Red Creek Road

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

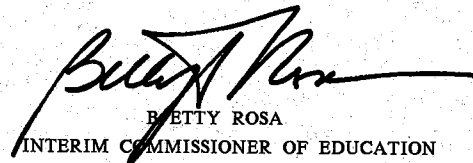
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**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 01/01/2021 TO 12/31/2023.

**CERTIFICATE NUMBER
0017930**




**BETTY ROSA
INTERIM COMMISSIONER OF EDUCATION**

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: 08/10/2021 02:13:13 PM

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. (87)
President and Chief Executive Officer

Robert A. Steele, P.E. (9)
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., Executive 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2021

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 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@crpggrp.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 INSURER A: Berkshire Hathaway Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1497581231**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 LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> 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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			47EPP30517003	5/1/2021	5/1/2022	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: Traffic Signal Expansion Phase 3 – Construction Management/Inspection Services

CERTIFICATE HOLDER**CANCELLATION**Nassau County DPW
1194 Prospect Avenue
Westbury NY 11590

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

AUTHORIZED REPRESENTATIVE

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**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Louis K. McLean Associates Engineers & Surveyors, P.C. 437 South Country Road Brookhaven, NY 11719-9773 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (631) 286-8668 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 11-2667189
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County DPW 1194 Prospect Ave Westbury, NY 11590	3a. Name of Insurance Carrier Continental Casualty Company 3b. Policy Number of Entity Listed in Box "1a" 2002416544 3c. Policy effective period 08/01/2021 to 05/1/2022 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO


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

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

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

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

Approved by: Michael A. Romeo
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  08/13/2021
(Signature) (Date)

Title: CEO/ President

Telephone Number of authorized representative or licensed agent of insurance carrier: 631-736-7500

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

Workers' Compensation Law

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

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of Procurement Compliance
Att: Robert Cleary, Director

FROM: Department of Public Works

DATE: May 5, 2021

SUBJECT: Recommendation to Amend Retroactively Professional Services Agreement with L.K. McLean Associates
Traffic Signal Expansion Phase 3– Construction Management Services Agreement No. E-41-19
Encumbrance No. CFPW19000014
RFP# PW-T62454-03 CM / PIN 0759.36

Introduction and Statement of Need:

This Department procured L.K. McLean Associates (LKMA) to provide professional construction management/inspection services for construction and post-construction phases for Traffic Signal Expansion Phase 3. These services will include construction management services and construction inspection to oversee the work of the contractor who will install the traffic signals, interconnect, pedestrian ramps, and other associated work. The traffic signals that will be rebuilt are along Nassau Road in Uniondale and Roosevelt, North Main Street in Freeport, Greenwich Street in Hempstead, and North Long Beach Road in Hempstead. This agreement was signed on July 17, 2019, for a duration of two (2) years with a six (6) months extension at the Commissioner's discretion for an amount of \$1,030,680.00. During the project, it was noted that there were a few errors in the original Agreement. The original Agreement calls out specific rates for LKMA's employees. This should not have been included. The total contract amount should have been the only amount that LKMA has to stay under. One of their employees on the project has a higher rate than the rate that was included in the contract. The other two (2) errors were scrivener's errors. The multiplier was listed as 2.2 instead of 2.25 in one location and the project title was listed as "Signal Communications Phase 2" instead of "Traffic Signal Expansion Phase 3" in one location.

Technical Necessity and Status of this CM Agreement:

This Consultant agreement was signed on July 17, 2019, for a duration of two (2) years with a six (6) months extension at the Commissioner's discretion. Construction management services are required during construction. There are no additional funds required.

The Contract Requirements and the History of this Amendment:

LKMA's Agreement, T62454-03 CM was signed on July 17, 2019, for a duration of two (2) years for an amount of \$1,030,680.00 with a six (6) months extension at the Commissioner's discretion. This amendment is for LKMA to recover the difference for the salary of one (1) of their employees. The original contract listed a rate of \$48.50/hour. The rate that LKMA is billing for this employee is \$58.65/hour. Since there is no difference in the final contract amount, we recommend allowing LKMA to recover the difference, retroactive to the beginning of the contract. The other two errors have no effect on the contract amount also. The original agreement included a multiplier of 2.25 and not 2.2.



Office of Procurement Compliance

Att: Robert Cleary, Director

May 5, 2021

Page 2

SUBJECT: Recommendation to Amend Retroactively Professional Services Agreement
with L.K. McLean Associates
Traffic Signal Expansion Phase 3– Construction Management Services
Agreement No. E-41-19
Encumbrance No. CFPW19000014
RFP# PW-T62454-03 CM / PIN 0759.36

Reasons why the Amendment was not achieved before Expiration:

N/A

Conclusion and Recommendations:

The Department would like to allow LKMA to recover the difference from the rate listed in the original Agreement and the employees actual rate. LKMA's initial listed rate was a proposed rate not an actual rate. The assigned employee is approved by the County to make the higher rate. Approving this higher rate will have no impact on the total contract amount of \$1,030,680.00. LKMA has enough funds to finish the project and understands that they shall not exceed \$1,030,680.00.

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



Kenneth G. Arnold
Commissioner

KGA:JGP:HTL:jd

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

APPROVED:



5/5/2021

Brian J. Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

RAYMOND DIBIASE, PE

03/04/21

Name and Title of Authorized Representative

mldlyy



Signature

03/04/21

Date

LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS, PC

Name of Organization

437 SOUTH COUNTRY ROAD BROOKHAVEN NY 11719

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.

LAURA CURRAN
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

March 18, 2021

Raymond DiBiase, P.E.
L. K. McLean Associates, P.C.
437 South Country Road
Brookhaven, New York 11719

Re: C1/CM – Traffic Signal Expansion Phase III
Contract Number: T62454-03CM

Dear Mr. DiBiase:

You are hereby authorized an extension of time to January 17, 2022, for the completion of work under the above referenced contract.

This extension of time is not an acknowledgement by the County that the same was caused by any action on the part of the County and shall not serve to relieve you from any of the terms and conditions of the contract or from full responsibility of performance of the obligations thereunder. The County specifically reserves any and all claims, causes of action and the right to assess damages against you or your surety.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Ken Arnold", is written over a blue rectangular stamp.

Kenneth G. Arnold, P.E.
Commissioner of Public Works

KGA:JGP:HTL:SMD:ldm

c: Michael C. Pulitzer, Clerk of the Legislature
Jeffrey Schoen, Deputy Commissioner, Comptroller's Office
Joseph G. Pecora, Deputy Commissioner of Public Works
Harold T. Lutz, Director of Traffic Engineering
Sheila M. Dukacz, Unit Head, Traffic Signal Construction and Operations Unit
Michael Kurpysz, Supervisor of Traffic Signal Operations I
Matt Duffy, Inspector, Office of the Comptroller



E-41-19

NIFS ID:CFPW19000014 Department: Public Works

Capital: X

SERVICE: FED AID-Traffic Signal Exp Ph 3-T62454-03CM-PIN 0759.36

Contract ID #:CFPW19000014 NIFS Entry Date: 20-MAR-19 Term: from to

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

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

Vendor Info:	
Name: L.K. McLean Associates, P.C.	Vendor ID#: 11-2667189
Address: 437 South Country Road Brookhaven, NY 11719	Contact Person: Ray DiBiase
	Phone: 631-2868668

Department:
Contact Name: Mike Hagan
Address: 1194 Prospect Avenue Westbury, NY 11590
Phone: 516-571-7019

Routing Slip

Department	NIFS Entry: X	22-MAR-19 -- LDIONISIO
Department	NIFS Approval: X	22-MAR-19 -- RDALLEVA
DPW	Capital Fund Approved: X	22-MAR-19 -- RDALLEVA
OMB	NIFA Approval: X	25-MAR-19 -- CNOLAN
OMB	NIFS Approval: X	25-MAR-19 -- NGUMIENIAK
County Atty	Insurance Verification: X	25-MAR-19 -- AAMATO
County Atty.	Approval to Form: X	25-MAR-19 -- DGRIPPO
CPO	Approval: X	26-MAR-19 -- KOHAGENCE

DCEC	Approval: X	26-MAR-19 -- JCHIARA
Dep. CE	Approval: X	27-MAR-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	27-MAR-19 -- JSCHANTZ
Legislature	Approval: X	09-APR-19 -- LVOCATURA
Comptroller	Deputy: X	13-JUN-19 -- JSCHOEN
NIFA	NIFA Approval: X	11-JUL-19 -- MWORSHAM

Contract Summary

Purpose: The purpose of this contract is to provide construction management and construction inspection services for Traffic Signal Expansion Phase 3 in the amount of \$1,030,680.00 to be paid from capital project number 62459. FED AID JOB-PIN 0759.36.
Method of Procurement: A request for bid submittals was placed for a four week period in eProcure, Newsday and the NYS Contract Reporter. Following a review of four (4) Technical Proposals, L.K. McLean Associates, P.C. was ranked the best and provided the lowest cost per technical point.
Procurement History: See above.
Description of General Provisions: The purpose of this contract is to provide construction management and construction inspection services for Traffic Signal Expansion Phase 3 in the amount of \$1,030,680.00 to be paid from capital project number 62459. FED AID JOB-PIN 0759.36. The project will rebuild traffic signals, interconnect, pedestrian ramps and other associated work along Nassau Road in Uniondale and Roosevelt, North Main Street in Freeport, Greenwich Street in Hempstead and North Long Beach Road in Hempstead.
Impact on Funding / Price Analysis: The costs associated with this contract have been budgeted in the Capital Plan. This agreement is valued at \$1,030,680.00. The contract is 80% reimbursable with Federal Funding resulting in a \$206,136.00 expensed to the County.
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	Revenue		1	PWCAPCAP/62459-936	\$ 1,030,680.00
Control:	62	Contract:				\$ 0.00
Resp:	459	County	\$ 0.00			\$ 0.00
Object:	00003	Federal	\$ 0.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	62459	Capital	\$ 1,030,680.00			\$ 0.00
Detail:	936	Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 1,030,680.00		TOTAL	\$ 1,030,680.00



E-41-19

NIFS ID:CFPW19000014 Department: Public Works**Capital: X**

SERVICE: FED AID-Traffic Signal Exp Ph 3-T62454-03CM-PIN 0759.36

Contract ID #:CFPW19000014 NIFS Entry Date: 20-MAR-19 Term: from to

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

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

Vendor Info:	
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Address: 437 South Country Road Brookhaven, NY 11719	Contact Person: Ray DiBiase
	Phone: 631-2868668

Department:
Contact Name: Mike Hagan
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Dep. CE	Approval: X	27-MAR-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	27-MAR-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

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Advisement Information

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Control:	62	Contract				\$ 0.00
Resp:	459	County	\$ 0.00			\$ 0.00
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Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	62459	Capital	\$ 1,030,680.00			\$ 0.00
Detail:	936	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 1,030,680.00		TOTAL	\$ 1,030,680.00
INCREASE						
Increase						
DECREASE						
Decrease						

E-41-19

RULES RESOLUTION NO. ⁶⁶ - 2019

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

The Rules Committee
County Legislature
4-8-19

7 0 0 0
Legislative Council

WHEREAS, the County has negotiated a personal services agreement
with Louis K. McLean Associates Engineers and Surveyors, P.C. in
connection with Traffic Signal Expansion Phase 3 construction
management/inspection services, a copy of which is on file with the Clerk of
the Legislature; now, therefore, be it

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



Nassau County, NEW YORK

Contract for Services

For

Traffic Signal Expansion Phase 3- Construction Management/Inspection Services

November, 2018



Appendix A Contract for Services

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at Fifteen Fifty Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Louis K. McLean Associates Engineers & Surveyors, P.C., a consulting firm, having its principal office at Four Hundred Thirty Seven South Country Road, Brookhaven, NY 11719 (the "Firm", "Contractor", or the "Consultant").

WITNESSETH:

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

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

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

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

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate twenty four (24) consecutive calendar months from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the County, in its sole discretion, shall have the right to extend this Agreement at any time, for an additional period of up to six (6) months, 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 Traffic Signal Expansion Phase 3 Construction Management/Inspection Services shall consist of those specific work divisions and deliverables related to this project as more particularly described in the "Detailed Scope and Budget," attached hereto and hereby made a part hereof as Exhibit "A".
- (b) At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

- (c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to (2.25) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times (2.25), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred fifty dollars (\$150.00) per hour.
- (d) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:
 - (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.
 - (2) Testing Laboratory Services, controlled inspections, and the like.
 - (3) Utility location, relocation and mark out services
 - (4) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Appendix "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not exceed **One Million Thirty Thousand Six Hundred Eighty Dollars (\$1,030,680.00)**.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

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

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

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

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

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

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

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

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, living wage, disclosure of information and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices L and EE attached hereto and with the County's vendor 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 Firm agrees as follows:

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

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy, attached hereto and hereby made a part hereof as Appendix L.

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

The County, the State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

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

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

(a) The Firm shall, and shall cause Firm's Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, State of New York and its Division of the Governor's Office of Storm Recovery, 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 negligent acts or omissions of the Firm or a Contractor Agent provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

(c) The Firm shall, and shall cause Firm's Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Contractor Agent in connection with this Agreement. In such event, so long as there are no allegations of negligence against Firm or Contractor Agents, the Firm and Contractor Agents shall be compensated at their standard hourly rates.

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

10. Insurance.

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

(b) Acceptability; Deductibles; Sub-consultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County and which is (ii) in form and substance acceptable to the

County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any sub-consultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

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

11. Assignment; Amendment; Waiver; Subcontracting.

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

12. Termination

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

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

(b) **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

(c) **Termination for Convenience.** The County may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

(d) The County may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the County as provided herein, the Contractor will be

paid for the time provided and expenses incurred up to the termination date.

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

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

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

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

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

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

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is

intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law's provisions thereof.

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

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty-three dollars and 00/100 dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venture associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

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

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

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

24. Lobbying (Applicable to contracts exceeding \$100,000)

(a) The Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-L.L.L. "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


25. The Contractor has the right to rely upon the accuracy and thoroughness of information provided to Contractor by the County or unrelated third parties.

26. The Contractor is not responsible for delays beyond its control.

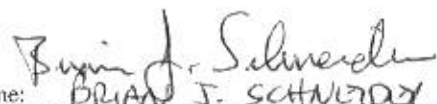
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IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

Louis K. McLean Associates
FIRM Engineers & Surveyors, PC

By: 
Name: Raymond G. DiBiase
Title: CEO
Date: 11-27-18

NASSAU COUNTY

By: 
Name: BRIAN J. SCHNEIDER
Title: County Executive
Date: JULY 17, 2019

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

On the 27 day of NOV in the year 2018 before me personally came Rogers G. Di Roosi to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Essex; that he or she is the CEO of Essex County Superior Court, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Anna P. White
Notary Public, State of New York
No. 01WH5072750
Qualified in Suffolk County
Commission Expires Feb. 10, 2019

COUNTY OF NASSAU)

On the 17 day of July in the year 2019 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Langford



Nassau County, NEW YORK

Contract for Services

For

Traffic Signal Expansion Phase 3- Construction Management/Inspection Services

November, 2018

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Exhibit A
Detailed Scope and Budget
Signal Communications Phase 2- Construction Management/Inspection Services
Basic Services of the Firm

INTRODUCTION

The Nassau County Department of Public Works (DPW) seeks to initiate a project that will provide professional construction management/Resident Engineer services for the construction phase including pre and post construction phases for Traffic Signal Expansion Phase 3. These services will include construction management services and construction inspection to oversee the work of the contractor who will install the traffic signals, interconnect, pedestrian ramps and other associated work. The traffic signals that will be rebuilt are along Nassau Road in Uniondale and Roosevelt, North Main Street in Freeport, Greenwich Street in Hempstead and North Long Beach Road in Hempstead. The scope of services to be performed in the respective phases (which may overlap) is summarized below.

SCOPE OF SERVICES

1.0 Construction Phase Services

- 1.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project. The contract award package is then submitted to NYSDOT Construction for their review and concurrence. The Construction Phase will terminate upon final acceptance of the project in its entirety by the County. However, the contract will also require final inspection with NYSDOT Construction. A punch list of items to be completed will be established, if necessary, and resolved. After punch list work is completed, the Sponsor should submit all necessary close out Documents as per Chapter 17 of the PLAFAP manual to NYSDOT for their review and concurrence. The construction phase is estimated to be 18 months with an estimated pre-construction phase of 2 months and the post-construction phase of 2 months.
- 1.2 Pre & Post Construction Phase – The pre-construction phase shall include all the required documentation, insurance, safety and minority paperwork as well as the tracking, review and approval of proposed materials for the project. The post-construction phase shall include all supporting documentation and closeout paperwork in accordance with Federal Aid policies and procedures.
- 1.3 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the users. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, and anything else needed to perform the work.
- 1.4 Site Conditions – As portions of the work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County to devise appropriate modifications to the Contract Documents.
- 1.5 Quality Assurance – The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of each CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the County against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by county staff with the Work of the CCs. The CM shall promptly notify the

County, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall implement correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

- 1.5.1 Monitor Progress – Inspect and Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, each contractor's labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC contracts, to ensure that the CC workforce is sufficient and the Work is being diligently completed in strict compliance with the contract documents.
- 1.5.2 Documentation – Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, and requests for information, supplementary bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CCs' submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the Engineer for review and approval within 48 hours of receipt by CM of CCs' submittals. The CM shall return submittals to the CC within 24 hours of receipt from the County, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, maintenance manuals, spare parts and attic stock if any, provided by the CC.
- 1.5.3 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CCs. CM shall correlate CCs' payment requests with the progress of the Work, and take into account any deficiencies in the Work for which payment is being requested, in making a recommendation. The CM's recommendation for payment shall constitute a representation to the County that, to the best of the CM's knowledge, information and belief the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. In addition, the CM shall track payments to CCs document construction expenditures.
- 1.5.4 Meetings – schedule and conduct regular weekly meetings with the CC, the County, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related to the Project. The CM shall also attend periodic meetings with the County as needed. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.
- 1.5.5 Reporting – The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

- A. Executive Summary
- B. Progress Narrative - supported by photographs and the project schedule updated to show progress
- C. Issues Report - Report on all critical and important issues, which require the attention of the County
- D. Change Orders - log the status of change orders (e.g., potential, proposed, pending, processed)
- E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work or delay
- H. Attachments - attach photographs, logs, reports, etc. which are germane to the Issues Report.
- I. Critical issues pertinent to the project.

1.5.6 Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information. The CM shall verify and approve means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the Work of the CC as necessary. The CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC.

1.5.7 Changes - The CM shall evaluate and prepare all Supplementary Bulletins prior to their issuance, prepare cost estimates, review the CC's proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time, and assist the County in negotiating Change Orders. Where changes are or may be the result of the Engineer's error or omission, the CM shall inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Supplementary Bulletins, Proposals and Change Orders.

1.5.8 Temporary Office - Engineering Consultant shall provide an Engineer's Field Office as part of this project. Field Office shall be a minimum of 530 Square Feet of space, including two (2) 100 square foot small rooms, one (1) bathroom, parking for six (6) vehicles, two (2) 4 drawer cabinets, four (4) desks with chairs, a small conference table with chairs, five (5) book cases, internet connection, multi-function printer/copier/scanner and office supplies. Nassau County will provide desktop computers in conjunction with this project. The Office shall be located within three (3) miles of the project.

2.0 Post-Construction Phase Services

2.1

Contract Closeout - Conduct final inspections of the completed project with County representation and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. If the project will be completed in phases then multiple final inspections shall be conducted as needed. Compile project record documents collected during the construction phase and supplement with any information collected during construction. Review the as built drawings provided by the contractors and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Engineer for the preparation of record drawings. Contract closeout is scheduled to be completed in 3 months following the completion of the construction phase.

2.2 Claims and Disputed Work - The CM shall promptly review CC's claims for additional

compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the County for interpretation. Advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, prepare written response to CC's claims, incorporating the County's determination, where applicable.

- 2.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager / Inspector, as defined herein. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Engineer.
- 2.4 Preparation of Contract Closeout Documentation - The CM shall complete all contract closeout documentation in accordance with Federal Aid policies and procedures and the NYS PLAFAP manual. In addition, the CM shall ensure that all files and documentation are complete and in order so that the County can maintain proper records in storage.

3.0 Additional Services

- 3.1 Extended Construction and/or Post Construction Phase Services: The CM shall provide hourly rates and multiplier for all staff assigned to the project. The hourly rates plus multiplier shall include all costs, including overhead and profit. These rates shall be the sole basis for additional compensation for extended construction and/or post construction phase staffing services.

Exhibit A

Budget

Signal Communications Phase 2 (T62181)				
Title	Hourly Rate	Total Hours	Multiplier	Total Fee
Resident Engineer	\$ 48.50	3,760	2.25	\$ 410,310.00
Inspector	\$ 47.00	3,120	2.25	\$ 329,940.00
Inspector	\$ 33.00	3,120	2.25	\$ 231,660.00
Alternate Inspector*	\$ 49.50	80	2.25	\$ 8,910.00
Alternate Inspector*	\$ 27.00	80	2.25	\$ 4,860.00
Totals		10,160		\$ 985,680.00

* 160 Hours for Alternate Inspector if Needed

Total Labor	\$ 985,680.00
Reimbursable Expenses	\$ 45,000.00
Total Fee	\$ 1,030,680.00

Exhibit B

Project Schedule

Signal Expansion Phase 3 (T62454)				
Title	Hourly Rate	Total Hours	Multiplier	Total Fee
Resident Engineer	\$ 48.50	3,760	2.25	\$ 410,310.00
Inspector	\$ 47.00	3,120	2.25	\$ 329,940.00
Inspector	\$ 33.00	3,120	2.25	\$ 231,660.00
Alternate Inspector*	\$ 49.50	80	2.25	\$ 8,910.00
Alternate Inspector*	\$ 27.00	80	2.25	\$ 4,860.00
Totals		10,160		\$ 985,680.00

* 160 Hours for Alternate Inspector if Needed

Total Labor	\$ 985,680.00
Reimbursable Expenses	\$ 45,000.00
Total Fee	\$ 1,030,680.00

Nassau County reserves the right to modify this Timeline as necessary.

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 **One Million Thirty Thousand Six Hundred Eighty Dollars (\$1,030,680.00)**. The Firm shall be compensated for such services by an amount equal to 2.2 times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

STAFFING SCHEDULE

(i) Resident Engineer.

Payment(s) shall be a total of **Four Hundred Ten Thousand Three Hundred Ten Dollars (\$410,310.00)**. **Hourly Rate of Forty Eight Dollars and Fifty Cents (\$48.50)**, **Three Thousand Seven Hundred Sixty Hours (3760)**, **Two point Two Five Multiplier (2.25)**.

(ii) Construction Inspector.

Payment(s) shall be a total of **Three Hundred Twenty Nine Thousand Nine Hundred Forty Dollars (\$329,940.00)**. **Hourly Rate of Forty Seven Dollars (\$47.00)**, **Three Thousand One Hundred Twenty Hours (3120)**, **Two point Two Five Multiplier (2.25)**.

(iii) Construction Inspector.

Payment(s) shall be a total of **Two Hundred Thirty One Thousand Six Hundred Sixty Dollars (\$231,660.00)**. **Hourly Rate of Thirty Three Dollars (\$33.00)**, **Three Thousand One Hundred Twenty Hours (3120)**, **Two point Two Five Multiplier (2.25)**.

(iv) Construction Inspector.

Payment(s) shall be a total of **Eight Thousand Nine Hundred Ten Dollars (\$8,910.00)**. **Hourly Rate of Forty Nine Dollars and Fifty Cents (\$49.50)**, **Eighty Hours (80)**, **Two point Two Five Multiplier (2.52)**.

(v) Construction Inspector.

Payment(s) shall be a total of **Four Thousand Eight Hundred Sixty Dollars (\$4,860.00)**. **Hourly Rate of Twenty Seven Dollars (\$27.00)**, **Eighty Hours (80)**, **Two point Two Five Multiplier (2.25)**.

Payment(s) shall be a total of **Nine Hundred Eighty Five Thousand Six Hundred Eighty Dollars (\$985,680.00)**.

B. REIMBURABLE EXPENSES

1. Field Investigations -- the Firm shall be reimbursed for the actual costs incurred in connection with the any utility mark out, location or relocation services of overhead or underground utilities. Utility walk-thru or field meetings are not considered reimbursable expenses and shall be include in labor expenses related

to this agreement. Invoices must be substantiated by bills and payment records.

2. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.
3. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

All reimbursable expenses shall be a fixed direct reimbursement cost authorized by the County following the review of an estimate proposal. All reimbursable expenses shall be authorized by the County prior to the commitment or expenditure of the reimbursable expense. The County shall not reimburse the Contractor for such expenses **in excess of Forty Five Thousand (\$45,000.00)** unless the Contractor has obtained prior written consent from the County to incur said expense.

7. Compliance with Law.

(b) 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.

(c) 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.

 4/16/19