



Certified: --

**E-128-23**

FILED WITH THE NASSAU COUNTY  
CLERK OF THE LEGISLATURE NOVEMBER 2ND, 2023  
12:16 PM

**NIFS ID: CLPW23000012**

Capital: X

Contract ID #: CFPW19000010

NIFS Entry Date: 06/19/2023

**Department: Public Works**

Service: On-Call Traffic Engineering Services- T62500-03DLK  
Amendment #1

Term: 12 months from date of execution

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension: X		
Addl. Funds: X		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

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

Vendor/Municipality Info:	
Name: <b>Louis K McLean Associates Engineers &amp; Surveyors PC</b>	ID#: <b>112667189</b>
Main Address: <b>437 South Country RoadBrookhaven, NY 11719</b>	
Main Contact: <b>Raymond DiBiase</b>	
Main Phone: <b>(631) 286-8668</b>	

Department:
Contact Name: <b>Mike Hagan</b>
Address: <b>NCDPW 1194 Prospect Avenue Westbury, NY 11590</b>
Phone: <b>(516) 571-7019</b>
Email: <b>mhagan@nassaucountyny.gov,ekobel@nassaucountyny.gov,ldionisio@nassaucountyny.gov,cpetrucci@nassaucountyny.gov</b>

## Contract Summary

**Purpose:** The purpose of the original contract was to provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit. This comprised of making engineering and inspection resources needed to complete specialized traffic projects and projects with specific time constraints available to the Department. The purpose of the amendment is to extend the term limit by twelve (12) months and to increase the cap of the agreement by five hundred thousand dollars (\$500,000.00). The increase in cap will allow for the preparation of design plans for Shore Road/Prospect Avenue Complete Streets & Traffic Calming Project and Lido Boulevard Traffic Calming & Safety Study.

**Method of Procurement:** A formal Request for Proposals (RFP) process was conducted to procure the services.

**Procurement History:** An RFP was released on June 29, 2018 and was advertised in Newsday, NYS Contract Reporter and on the County web site. In reply to the RFP we received proposals from eight (8) firms. A team of four (4) engineers, from DPW's Traffic Engineering Unit conducted the selection process and established a technical ranking based on proposals.

**Description of General Provisions:** The selected Firms will provide traffic engineering services on an "on-call" basis. Specific work requests will be conveyed to each selected firm, who will then provide a scope of work to provide the services requested. A specific scope of work will be developed for each proposed item of work. A specific cost proposal will be developed for each item. The Firms will be reimbursed for direct labor costs based on approved wage rates and the agreed upon multiplier. The term of the Agreement is three (3) years. The maximum dollar ceiling was Two Million Five Hundred Thousand Dollars (\$2,500,00.00). The purpose of the amendment is to extend the term limit by twelve (12) months and provide an additional five hundred thousand dollars (\$500,000.00). The increase in cap will allow for the preparation of design plans for Shore Road/Prospect Avenue Complete Streets and Traffic Calming Project and Lido Boulevard Traffic Calming and Safety Study.

**Impact on Funding / Price Analysis:** Funding for this Amendment will come from Projects 61138 and 62223. This Amendment will add an additional \$500,000.00 to the cap.

**Change in Contract from Prior Procurement:** Additional funds and time being requested.

**Recommendation:** Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 61138 000	07	\$804,905.00
Project Number		61138						
Project Detail		000						
						<b>TOTAL</b>	<b>\$1,865,106.00</b>	
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 62223 000	08	\$1,060,201.00
Project Number		62223						
Project Detail		000						
						<b>TOTAL</b>	<b>\$1,865,106.00</b>	

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$1,865,106.00
Other	\$0.00
<b>Total</b>	<b>\$1,865,106.00</b>

## Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	08/29/2023 09:36AM	Approved
NIFS Final Approval	Roseann D'Alleva	08/29/2023 10:06AM	Approved
Final Approval	Roseann D'Alleva	08/29/2023 10:06AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	08/29/2023 10:06AM	Approved
Final Approval	Roseann D'Alleva	08/29/2023 10:06AM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	08/30/2023 03:55PM	Approved
Approval as to Form	Thomas Montefinise	09/05/2023 11:43AM	Approved
NIFS Approval	Mary Nori	10/02/2023 01:00PM	Approved
Final Approval	Mary Nori	10/02/2023 01:00PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	08/29/2023 11:00AM	Approved
NIFA Approval	Christopher Nolan	09/26/2023 01:01PM	Approved
Final Approval	Christopher Nolan	09/26/2023 01:01PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	10/02/2023 04:27PM	Approved
DCE Compliance Approval	Robert Cleary	10/04/2023 04:16PM	Approved
Vertical DCE Approval	Arthur Walsh	11/02/2023 11:00AM	Approved
Final Approval	Arthur Walsh	11/02/2023 11:00AM	Approved

<b>Legislative Affairs Review</b>			
Final Approval	Eleftherios Sempepos	11/02/2023 11:59AM	Approved
<b>Legislature</b>			
Final Approval			In Progress
<b>Comptroller</b>			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending



RULES RESOLUTION NO. – 2023

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

WHEREAS, the County negotiated an amendment to a personal services agreement with L.K. McLean Associates, P.C. to provide "On-Call" Traffic Engineering Services, a copy of which is on file with the Clerk of the Legislature; NOW, THEREFORE, be it

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

## **AMENDMENT No. 1**

This AMENDMENT (this “Amendment No. 1”), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and 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 (the “Department”), and (ii) L.K. McLean Associates, P.C. (the “Firm”) having its principal office at 437 South Country Road, Brookhaven, NY 11719.

W I T N E S S E T H:

WHEREAS, pursuant to County contract number T62500-03DL between the County and the Firm, executed on behalf of the County on July 17, 2019 (the “Original Agreement”), allowing the Firm to perform “On Call” traffic engineering services to the Department’s Traffic Engineering Unit, which services are more fully described in the Original Agreement (the “Services”);

WHEREAS, the term of the Original Agreement was from July 17, 2019 through July 17, 2022 (the “Original Term”);

WHEREAS, the COVID-19 Pandemic work restrictions paused work that would have utilized Agreement Services, and the Department continues to be in need of the Agreement Services;

WHEREAS, the County and the Firm desire to extend the contract for 12 months.

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 Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

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

**Term.** The Term of this amended Agreement shall be extended by 12 months from the date Amendment No. 1 is certified by the County, so that the amended term commences on July 18, 2022 and ends twelve months after this Amendment is executed by County. (Amended Term).

**Payment.** Section 3(a) Amount of Consideration shall be increased by Five Hundred Thousand Dollars (\$500,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed Three Million Dollars (\$3,000,000.00) (Amended Maximum Amount). Payment for Services shall be made in accordance with the rates and term provided in the Original Agreement.

## 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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

FIRM

By:   
Name: Raymond D. Biase  
Title: PRESIDENT  
Date: June 2, 2023

NASSAU COUNTY

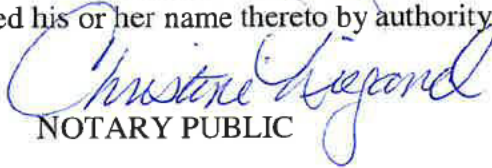
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

Suffolk)ss.:  
COUNTY OF ~~NASSAU~~ )

On the 2nd day of June in the year 2023 before me personally came Raymond D. Biase to me personally known who being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED] that he or she is the President & CEO of L.K. McLean Assoc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

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

STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_\_ 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



## Nassau County Interim Finance Authority

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

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

**2. Amount requiring NIFA approval: \$500,000.00**

**Amount to be encumbered: \$1,865,106.00**

Slip Type: 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: to 12 months from date of execution**

Has work or services on this contract commenced? Yes

If yes, please explain: This is to extend the term of the existing Traffic "On-Call" agreement.

**4. Funding Source:**

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

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

If not, will it require a future borrowing? Yes

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? No

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

The purpose of the original contract was to provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit. This comprised of making engineering and inspection resources needed to complete specialized traffic projects and projects with specific time constraints available to the Department. The purpose of the amendment is to extend the term limit by twelve (12) months.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

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

09/26/2023

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**Authenticated User**

**Date**

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## 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.

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**Authenticated User**

**Date**

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## NIFA

Amount being approved by NIFA:

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

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**Authenticated User**

**Date**

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**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.**



Elaine Phillips  
Comptroller



**OFFICE OF THE COMPTROLLER**

240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

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

**CONTRACTOR NAME:** Louis K McLean Associates Engineers & Surveyors, PC

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

**FEDERAL TAX ID #** [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [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 July 17, 2019 [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 The RFP was advertised and Louis K McLean Associates Engineers & Surveyors, PC was selected from among eight (8) firms based on the five (5) highest ranked firms.

[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

6/19/23

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 Brookhaven NY US 11719

Vendor's EIN or TIN: [REDACTED]

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

Political Campaign Contribution Disclosure Form: 07/07/2023 08:41:05 am

Lobbyist Registration and Disclosure Form: 03/14/2023 12:02:26 pm

Business History Form certified: 07/14/2023 12:02:28 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 07/06/2023 01:45:49 pm

## Principal Questionnaire(s)

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

Principal Name	Robert Steele, PE [RSTEELE@LKMA.COM]
Date Certified	04/13/2023 11:43:44 am

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Principal Name	Tamara Stillman, PLS [TSTILLMAN@LKMA.COM]
Date Certified	06/09/2023 01:05:28 pm

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Principal Name	Raymond DiBiase, PE [RDIBIASE@LKMA.COM]
Date Certified	03/31/2023 09:00:00 am

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Principal Name	James DeKoning, PE [JDEKONING@LKMA.COM]
Date Certified	06/09/2023 02:29:52 pm

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

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

### CERTIFICATION

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

Raymond DiBiase, PE RDIBIASE@LKMA.COM

*Name*

President/CEO

*Title*

Louis K McLean Associates Engineers & Surveyors, PC

*Name of Submitting Entity*





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

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

Raymond DiBiase, PE [RDIBIASE@LKMA.COM]

Dated: 07/07/2023 08:41:05 am

Vendor: Louis K McLean Associates Engineers & Surveyors, PC

Title: President/CEO

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.

1. Principal Name: Raymond DiBiase

Date of birth: [REDACTED]

Home address: [REDACTED]

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

Country: [REDACTED]

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

Other present address(es):					
City:	Brookhaven	State/Province/ Territory:	NY	Zip/Postal Code:	11719
Country:	US				
Telephone:	6312868668				

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

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

partial owner - 85%
---------------------

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?

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

10/03/2023 10:25:09 am

Date

## **Vendor Disclosure Statement Information**

### **Table of Organization**

#### **Officers – 5% or more:**

Raymond G. DiBiase, P.E. [REDACTED]  
President and Chief Executive Officer

Robert A. Steele, P.E. [REDACTED]  
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: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]  
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: BROOKHAVEN State/Province/Territory:  Zip/Postal Code: 11719  
Country: US  
Telephone: 6312868668

List of other addresses and telephone numbers attached

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

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

3. Do you have an equity interest in the business submitting the questionnaire?  
YES [X] NO [ ] If Yes, provide details.  
10%

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?

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 Vice President

Title

10/03/2023 10:43:59 am

Date



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Tamara Stillman  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US  
Business Address: 437 South Country Road  
City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719  
Country: US  
Telephone: 6312868668  
Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type Other  
Description Assistant Secretary  
Start Date 01/01/2019

3. Do you have an equity interest in the business submitting the questionnaire?  
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES ☐ NO ☒ 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?

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

**CERTIFICATION**

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Louis K McLean Associates Engineers & Surveyors, PC

Name of submitting business

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

Tamara Stillman, PLS TSTILLMAN@LKMA.COM

Assistant Secretary

Title

06/09/2023 01:05:28 pm

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: James DeKoning  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]  
  
Business Address: 437 South Country Road  
  
City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719  
Country: US  
Telephone: 6312868668  
  
Other present address(es):  
  
City: BROOKHAVEN State/Province/Territory: NY Zip/Postal Code: 11719  
Country: US  
Telephone: 6312868668

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/01/2020		
(Other)			

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

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

2%

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or 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.

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- 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.

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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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, Elizabeth Richardson , 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, Elizabeth Richardson , 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:  
James DeKoning, PE JDEKONING@LKMA.COM

Vice President

Title

10/04/2023 09:07:43 am

Date

### **Business History Form**

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

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

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

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

Date: 07/14/2023

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: NY Zip/Postal  
Code: 11719

Country: US

Phone: (631) 286-8668

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

\_\_\_\_\_

4) Dun and Bradstreet number: ██████████

5) Federal I.D. Number: ██████████

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

taken.

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

17) Conflict of Interest:

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

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

no conflict exists

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

no conflict exists

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

no conflict exists

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

We would notify the County if we became aware of any conflicts of interest or appearance of a conflict. For a construction inspection project we would also notify the County if we had a conflict of interest with the contractor performing the work.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/01/1950

- 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

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

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

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

82

- vi) Annual revenue of firm;

- vii) Summary of relevant accomplishments

see Attached

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

- B. Indicate number of years in business.

73

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

see attached information regarding a complaint filed by the Town of Huntington regarding a marine project completed in 2014.

1 File(s) uploaded: for Item C, Pg 5.pdf

- 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	Glenn Murrell, PE		
Address	250 Veterans Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 952-6108		
Fax #			
E-Mail Address	glenn.murrell@dot.ny.gov		

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

#### **CERTIFICATION**

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

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

President/CEO

Title

07/14/2023

Date

## **Vendor Disclosure Statement Information**

### **Table of Organization**

#### **Officers – 5% or more:**

Raymond G. DiBiase, P.E. [REDACTED]  
President and Chief Executive Officer

Robert A. Steele, P.E. [REDACTED]  
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



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


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

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

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD  
08/01/2023 TO 07/31/2026.



CERTIFICATE NUMBER  
[REDACTED]

  
BETTY ROSA  
COMMISSIONER OF EDUCATION

**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

  
BETTY ROSA  
INTERIM COMMISSIONER OF EDUCATION

### **Town of Huntington Complaint, filed in 2019—Summary**

**Town of Huntington vs. L.K. McLean Associates, PC and Bellingham Marine.** This complaint was filed in 2019 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 2014 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. The Town has delayed in responding, in part due to multiple changes in Town Attorneys over the years. Subsequent to filing the complaint, the Huntington Town Board re-appointed LKMA to its list of Town Professional Engineering and Surveying firms.

*Separate attachments, previously forwarded to DPW in March 2020, are:*

- *A letter from the law firm to representing LKMA, L'Abbate, Balkan, Colavita and Contini*
- *Five client reference letters re marine design qualifications*



Attorneys at Law

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

1001 Franklin Avenue, Garden City, New York 11530

T. 516.294.8844 F. 516.294.8202

[www.lbccclaw.com](http://www.lbccclaw.com)

Daniel A. McFaul, Jr.  
Partner  
[dmcfaul@lbccclaw.com](mailto:dmcfaul@lbccclaw.com)

March 12, 2020

**VIA EMAIL and REGULAR MAIL**

[jhoudek@nassaucountyny.gov](mailto:jhoudek@nassaucountyny.gov)

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

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

Dear Ms. Houdek:

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

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

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

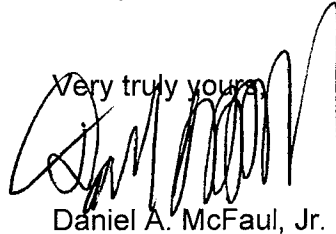
In March, 2019, the Town filed a Summons with Notice commencing a lawsuit against both LKMA and the dock manufacturer, Bellingham Marine. Upon learning of the filing of the lawsuit, even before being served, we reached out to the Town, on behalf of LKMA, to request a

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

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

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

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

Very truly yours,  
  
Daniel A. McFaul, Jr.

DAM:gd





## INCORPORATED VILLAGE OF OCEAN BEACH

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

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

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

March 9, 2020

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

### Re: Letter of Recommendation LKMA

Dear Ms. Houdek,

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

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

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

Very truly yours,

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



Town of  
Brookhaven  
Long Island

**Edward P. Romaine, Supervisor**

March 9, 2020

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

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

Dear Ms. Houdek,

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

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

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

Respectfully,

Edward P. Morris  
Commissioner

EPM:lm



Michael D. Sarlo, Chief  
Accredited Police Agency

**TOWN OF EAST HAMPTON  
POLICE DEPARTMENT**

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



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

March 13, 2020

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

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

Dear Ms. Houdek,

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

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

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

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

Respectfully,

A handwritten signature in black ink, appearing to read 'Ed Michels', is written over the typed name.

Ed Michels  
Chief Harbormaster  
Town of East Hampton





# TOWN OF ISLIP

DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS

Angie M. Carpenter, Supervisor  
Thomas Owens, Commissioner

March 9, 2020

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

**Re: L.K. McLean Associates, PC Recommendation**

Dear Ms. Houdek,

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

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

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

Very truly yours,

Harry Sundin,  
Deputy Commissioner

Department of Municipal Works  
116 HAMPTON ROAD  
SOUTHAMPTON, NY 11968

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

## TOWN OF SOUTHAMPTON



JAY SCHNEIDERMAN  
TOWN SUPERVISOR

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

March 7, 2020

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

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

Dear Ms. Houdek,

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Christine Fetten". The signature is fluid and cursive.

Christine Fetten, P.E.  
Town Engineer

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: [REDACTED]

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

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

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

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

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

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: 07/06/2023 01:45:49 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 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.

## **Vendor Disclosure Statement Information**

### **Table of Organization**

#### **Officers – 5% or more:**

Raymond G. DiBiase, P.E. [REDACTED]  
President and Chief Executive Officer

Robert A. Steele, P.E. [REDACTED]  
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)

6/8/2023

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

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

<b>PRODUCER</b> Risk Strategies Company 750 Third Avenue 15th Floor Suite 2700 New York, NY 10017	<b>CONTACT NAME</b>	Certificate Department	
	<b>PHONE (A/C, No, Ext)</b>	(212) 867-3550	<b>FAX (A/C, No)</b>
<b>INSURED</b> Louis K. McLean Associates Engineers & Surveyors, P.C. 437 S. Country Road Brookhaven NY 11719	<b>E-MAIL ADDRESS</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A</b>	Travelers Indemnity Company	25658
	<b>INSURER B</b>	Travelers Indemnity Co of America	25666
	<b>INSURER C</b>	Continental Casualty Company	20443
	<b>INSURER D</b>		
	<b>INSURER E</b>		
	<b>INSURER F</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included <input checked="" type="checkbox"/> Valuable Papers \$75,000 GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	5/1/2023	5/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			[REDACTED]	5/1/2023	5/1/2024	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y / N	N / A				PER STATUTE E.L. EACH ACC DENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional & Pollution Liability			[REDACTED]	5/1/2023	5/1/2024	\$5,000,000 Per Claim \$5,000,000 Annual Aggregate

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

Re: Nassau County Contract Number T62500-03D, On-Call Traffic Engineering Services .

**CERTIFICATE HOLDER**Nassau County Dept. of Public Works  
1194 Prospect Avenue  
Westbury NY 11590**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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

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

**FROM:** Department of Public Works

**DATE:** July 25, 2023

**SUBJECT:** Recommendation to Amend Retroactively Professional Services Agreement  
with L.K. McLean Associates  
Nassau County "On-Call" Traffic Engineering Services  
Encumbrance No. CFPW19000010  
RFP# PW-T62500-03D

**Introduction and Statement of Need:**

This Department procured a contract to L.K. McLean Associates, P.C. (McLean) to provide "On-Call" Traffic Engineering Services (CFPW19000010) for our Traffic Engineering Unit. The services typically provided under an "On-Call" Services agreement include, but are not limited to general traffic engineering, inspection, drafting, data collection, traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, preparation and/or review of traffic impact studies, design of traffic calming measures, providing in-house staffing and asset management system development. This agreement was signed on July 17, 2019, for a duration of thirty-six (36) months for an amount of \$2,500,000.00. The **COVID-19** pandemic prevented the Traffic Engineering Unit from releasing any task orders that included the study of traffic volumes for the first twelve (12) months of the Agreement. This delay had a detrimental effect on the release of task orders for the remainder of the Agreement.

**Technical Necessity and Status of this Agreement:**

This Consultant agreement was signed on July 17, 2019, for a duration of thirty-six (36) months. At the current time, the Traffic Engineering Unit is requesting an additional five hundred thousand dollars (\$500,000.00) be added to the cap for McLean. The increase in cap will allow for the preparation of design plans for Shore Road/Prospect Avenue Complete Streets and Traffic Calming Project and Lido Boulevard Traffic Calming and Safety Study. The Traffic Engineering Unit currently has a backlog of work and extending the existing "On-Call" agreements will enable them to issue work orders to address these needs.

**The Contract Requirements and the History of this Amendment:**

McLean's Agreement, T62500-03D was signed on July 17, 2019, for a duration of thirty-six (36) months with a cap amount of \$2,500,000.00.

This amendment will enable the Traffic Engineering Unit to issue task orders to address the backlog of work while the new "On-Call" Traffic Engineering Services agreements are awarded and approved. The backlog of work includes requests from constituents and elected officials to address traffic safety issues.





Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

July 25, 2023

Page 2.

**SUBJECT:** Recommendation to Amend Retroactively Professional Services Agreement  
with L.K. McLean Associates  
Nassau County "On-Call" Traffic Engineering Services  
Encumbrance No. CFPW19000010  
RFP# PW-T62500-03D

**Reasons why the Amendment was not achieved before Expiration:**

The Traffic Engineering Unit has been working on awarding new "On-Call" Traffic Engineering Services agreements to ten (10) firms. The process to award these agreements has taken longer

than anticipated. The process to award these agreements has taken longer than anticipated. When it was realized, the existing "On-Call" agreement had expired.

**Conclusion and Recommendations:**

The Department would like to extend this agreement for an additional twelve (12) months from the certification date. The new expiration date will be from when the Amendment to the Contract for the time extension is certified by the County. The Traffic Engineering Unit is requesting an additional five hundred thousand dollars (\$500,000.00) be added to the cap for McLean. The increase in cap will allow for the preparation of design plans for Shore Road/Prospect Avenue Complete Streets and Traffic Calming Project and Lido Boulevard Traffic Calming and Safety Study.

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



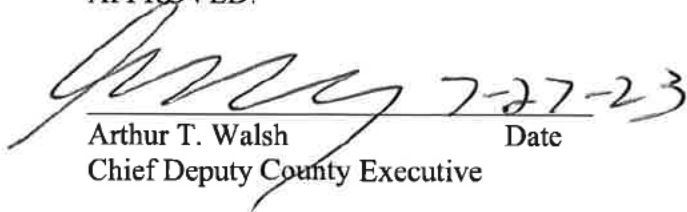
Kenneth G. Arnold  
Commissioner

KGA:JGP:HTL:jd

c: Roseann D'Alleva, Deputy Commissioner  
Joseph G. Pecora, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Harold T. Lutz, Director of Traffic Engineering  
Daniel Winkelman, Assistant Director of Traffic Engineering  
Michael Hagan, Traffic Engineer III

APPROVED:

DISAPPROVED:



7-27-23

Arthur T. Walsh  
Chief Deputy County Executive

Date

Arthur T. Walsh  
Chief Deputy County Executive

Date

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

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

**FROM:** Department of Public Works

**DATE:** May 8, 2023

**SUBJECT:** Approval of Cap Increase and Time Extension  
Nassau County "On-Call" Traffic Engineering Services  
Encumbrance No. CFPW19000010  
RFP# PW-T62500-03D

This Department procured a contract to L.K. McLean Associates, P.C. (McLean) to provide "On-Call" Traffic Engineering Services (CFPW19000010) for our Traffic Engineering Unit. The services typically provided under an "On-Call" Services agreement include, but are not limited to general traffic engineering, inspection, drafting, data collection, traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, preparation and/or review of traffic impact studies, design of traffic calming measures, providing in-house staffing and asset management system development.

This agreement was signed on July 17, 2019, for a duration of thirty-six (36) months for an amount of \$2,500,000.00. The COVID-19 pandemic prevented the Traffic Engineering Unit from releasing any task orders that included the study of traffic volumes for the first twelve (12) months of the Agreement. This delay had a detrimental effect on the release of task orders for the remainder of the Agreement.

This Department is requesting to increase the cap for this agreement by five hundred thousand dollars (\$500,000.00), as well as extending this agreement for twelve (12) months from the date of execution. The increase in cap will allow for the preparation of design plans for Shore Road/Prospect Avenue Complete Streets and Traffic Calming Project and Lido Boulevard Traffic Calming and Safety Study. The new expiration date will be twelve months from when the Amendment to the Contract for the time extension is certified by the County.

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



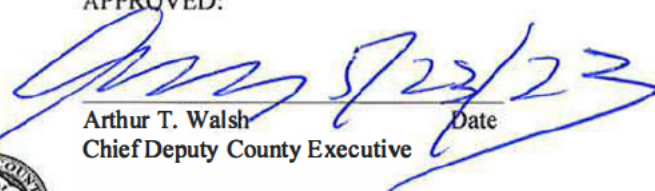
Kenneth G. Arnold  
Commissioner

KGA:JGP:HTL:jd

c: Joseph G. Pecora, Deputy Commissioner  
Roseann D'Alleva, Deputy Commissioner  
Concetta Petrucci, Assistant to Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Harold T. Lutz, Director of Traffic Engineering  
Daniel Winkleman, Assistant Director of Traffic Engineering  
Michael Hagan, Traffic Engineer III  
Elizabeth Kobel, Administrative Officer II

APPROVED:

DISAPPROVED:



Arthur T. Walsh  
Chief Deputy County Executive

Date

Arthur T. Walsh  
Chief Deputy County Executive

Date



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

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

**FROM:** Department of Public Works

**DATE:** May 8, 2023

**SUBJECT:** Approval of Additional Task Order Work (Shore Road/Prospect Avenue Complete Streets & Traffic Calming Design and Design Support During Construction)

This Department awarded a task order to L.K. McLean Associates, Inc. (McLean) to study potential measures to improve pedestrian and vehicular safety on Shore Road/Prospect Avenue from Scudders Lane to Glen Cove Avenue in the Hamlet of Glenwood Landing, City of Glen Cove, and Incorporated Village of Sea Cliff. This task order was issued under their Traffic Engineering On-Call Agreement (CFPW19000010).

The Department would like to expand the existing task order (Shore Road/Prospect Avenue Complete Streets & Traffic Calming and Safety Evaluation) to include for the design of the recommended improvements within the project limits. Proposed improvements include a new traffic signal, repairing sidewalk, upgrading pedestrian ramps and improvements to the drainage system.

The Department would like to assign to McLean under their current traffic On Call Agreement (CFPW19000010) the design services for the recommended improvements from their Traffic Calming and Safety Study and Construction Design Support Services. The Department's opinion is that McLean being the firm that analyzed the conditions along Shore Road/Prospect Avenue is in the best position to complete the design quickly and at the most reasonable cost. McLean's familiarity with the area will enable them to respond to any unforeseen design questions or issues that may occur during construction. McLean has previously been involved with the Traffic Engineering Unit's design projects and is very familiar with their requirements.

Procuring a new design engineer for this would result in construction taking place no sooner than 2025. In addition, any other Firm procured to do this additional work would need to review the work already completed by McLean and concur with their findings. The Department has already discussed with the Legislator on McLean's recommendations and to revisit any of these recommendations could further delay improvements to both traffic safety and the pavement condition.

The Department requested a proposal from McLean for both the Design Work and Construction Design Support Services. The total for the Design Work is \$790,255.03. The total for the Construction Design Support Services is \$14,649.97 which is in acceptable limits with projects of similar size and scope. The total being approved for this task order is \$804,905.00. There are adequate funds in the appropriate Capital project for this work.



Office of the County Executive

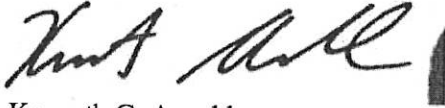
Att: Arthur T. Walsh, Chief Deputy County Executive

May 8, 2023

Page 2

SUBJECT: Approval of Additional Task Order Work (Shore Road/Prospect Avenue Complete Streets & Traffic Calming Design and Design Support During Construction)

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



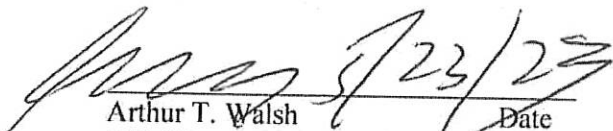
Kenneth G. Arnold  
Commissioner

KGA:JGP:HTL:jd

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

APPROVED:

DISAPPROVED:



Arthur T. Walsh  
Chief Deputy County Executive

\_\_\_\_\_  
Arthur T. Walsh  
Chief Deputy County Executive

\_\_\_\_\_  
Date



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

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

**FROM:** Department of Public Works

**DATE:** May 8, 2023

**SUBJECT:** Approval of Additional Task Order Work (Lido Boulevard Traffic Calming and Safety Study Design and Design Support During Construction)

This Department awarded a task order to L.K. McLean Associates, Inc. (McLean) to study potential measures to improve pedestrian and vehicular safety on Lido Boulevard from Blackheath Road to Parkside Road in the Hamlets of Lido Beach and Point Lookout. This task order was issued under their Traffic Engineering On-Call Agreement (CFPW19000010).

The Department would like to expand the existing task order (Lido Boulevard Traffic Calming and Safety Study) to include for the design of the recommended improvements within the project limits. Proposed improvements include enhancing pedestrian and vehicular safety and a non-motorized multi-use path.

The Department would like to assign to McLean under their current traffic On Call Agreement (CFPW19000010) the design services for the recommended improvements from their Traffic Calming and Safety Study and Construction Design Support Services. The Department's opinion is that McLean being the firm that analyzed the conditions along Lido Boulevard is in the best position to complete the design quickly and at the most reasonable cost. McLean's familiarity with the area will enable them to respond to any unforeseen design questions or issues that may occur during construction. McLean has previously been involved with the Traffic Engineering Unit's design projects and is very familiar with their requirements.


Procuring a new design engineer for this would result in construction taking place no sooner than 2025. In addition, any other Firm procured to do this additional work would need to review the work already completed by McLean and concur with their findings. The Department has already discussed with the Legislator on McLean's recommendations and to revisit any of these recommendations could further delay improvements to both traffic safety and the pavement condition.

The Department requested a proposal from McLean for both the Design Work and Construction Design Support Services. The total for the Design Work is \$984,158.00. The total for the Construction Design Support Services is \$76,043.00 which is in acceptable limits with projects of similar size and scope. The total being approved for this task order is \$1,060,201.00. There are adequate funds in the appropriate Capital project for this work.



**SUBJECT:** Approval of Additional Task Order Work (Lido Boulevard Traffic Calming and Safety Study Design and Design Support During Construction)

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

  
Kenneth G. Arnold

Kenneth G. Arnold  
Commissioner

KGA:JGP:HTL:jd

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

APPROVED:

Arthur T. Walsh  
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh  
Chief Deputy County Executive

## REQUEST TO INITIATE

RTI Number 23-0129

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: Shore Road/Prospect Avenue Traffic Calming Design and Design Support During ConstructionDepartment: Public Works Project Manager: Harold Lutz Date: 5/9/23Service Requested: Funds for design and design support during construction along Shore Road/Prospect Avenue in Glenwood Landing, Glen Cove and Sea Cliff.Justification: This project will result in the development of final plans to reduce speeding, accident severity & frequency and provide for a safer pedestrian environment along Shore Road/Prospect Avenue in Glenwood Landing, Glen Cove and Sea Cliff.Requested by: Public Works Department/Agency/OfficeProject Cost for this Phase/Contract Plan/Design/Construction/CM/Equipment) \$804,905.00  
Circle appropriate phaseTotal Project Cost: \_\_\_\_\_ Date Start Work: 6/1/23 Duration: 12 months  
Includes, design, construction and CM Phase being requestedCapital Funding Approval: YES ☒ NO ☐ 5/9/23  
-000 SIGNATURE DATEFunding Allocation (Capital Project) \$1138 - \$804,905 requires additional BO for baln, only \$162,730 available  
See Attached Sheet if any, out ☐NIFS Entered: \_\_\_\_\_ DATE \_\_\_\_\_ AIM Entered: Deanna June 5/18/23  
SIGNATURE DATEFunding Code: \_\_\_\_\_ Timesheet Code: 23-0129  
use this on all timesheets use this on timesheetsState Environmental Quality Review Act (SEQRA):  
Type II Action ☐ Assessment Form Required ☐  
Supplemental Environmental DocumentationDepartment Head Approval: YES ☒ NO ☐ 5/9/23  
SIGNATUREDCE/Ops Approval: YES ☐ NO ☐ 5/9/23  
SIGNATURE

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

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

DCE/Ops Approval: \_\_\_\_\_ NO Signature \_\_\_\_\_  
Version January 2012

## REQUEST TO INITIATE

RTI Number 23-0126

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC  
☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: Lido Boulevard Traffic Calming Design and Design Support During Construction

Department: Public Works Project Manager: Harold Lutz Date: 5/9/23

Service Requested: Funds for design and design support during construction along Lido Boulevard in Lido Beach and Point Lookout.

Justification: This project will result in the development of final plans to reduce speeding, accident severity & frequency and provide for a safer pedestrian environment along Lido Boulevard in Lido Beach and Point Lookout.

Requested by: Public Works Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$1,060,201.00  
 Circle appropriate phase

Total Project Cost: \_\_\_\_\_  
 Includes, design, construction and CM

Date Start Work: 6/1/23  
 Phase being requested

Duration: 12 months  
 Phase being requested

Capital Funding Approval: YES ☒ NO ☐ Harold Lutz 5/9/23  
 SIGNATURE DATE

Funding Allocation (Capital Project): 62223 - \$1,060,201 Requires BO for \$560,201  
 See Attached Sheet if multiyear ☐

NIFS Entered: \_\_\_\_\_  
 SIGNATURE DATE

AIM Entered: Deanna Funk 5/17/23  
 SIGNATURE DATE

Funding Code: \_\_\_\_\_ Timesheet Code: 23-0126  
 use this on all encumbrances use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐  
 Supplemental Environmental Documentation

Department Head Approval: YES ☒ NO ☐ Harold Lutz  
 SIGNATURE

DCE/Ops Approval: YES ☒ NO ☐ [Signature]  
 SIGNATURE

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

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

DCE/Ops Approval: YES NO Signature \_\_\_\_\_  
 Version January 2014



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

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

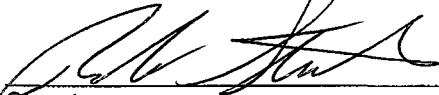
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert Steele, PE, Executive Vice-President

02/01/23

Name and Title of Authorized Representative

m/d/yy



Signature

02/01/23

Date

Louis K McLean Associates Engineers & Surveyors, PC

Name of Organization

437 South Country Road, Brookhaven, NY 11719

Address of Organization



E-83-19

**NIFS ID:CFPW19000010 Department: Public Works**

**Capital: X**

SERVICE: On-Call Traffic Engineering Services-T6250003DI

Contract ID #:CFPW19000010 NIFS Entry Date: 19-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

<b>Vendor Info:</b>	
Name: L.K. McLean Associates, P.C.	Vendor ID# [REDACTED]
Address: 437 South Country Road, Brookhaven, NY 11719	Contact Person: Raymond DiBiase
	Phone: 631-286-8668

<b>Department:</b>
Contact Name: Harold Lutz
Address: Nassau County Department of Public Works 1194 Prospect Avenue Westbury, NY 11590 Phone: 516-571-9453

## Routing Slip

Department	NIFS Entry: X	19-MAR-19 -- LDIONISIO
Department	NIFS Approval: X	19-MAR-19 -- RDALLEVA
DPW	Capital Fund Approved: X	19-MAR-19 -- RDALLEVA
OMB	NIFA Approval: X	20-MAR-19 -- CNOLAN
OMB	NIFS Approval: X	20-MAR-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	19-MAR-19 -- AAMATO
County Atty.	Approval to Form: X	19-MAR-19 -- NSARANDIS
CPO	Approval: X	29-MAR-19 -- KOHAGENCE

DCEC	Approval: X	29-MAR-19 -- JCHIARA
Dep. CE	Approval: X	30-MAR-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	01-APR-19 -- JSCHANTZ
Legislature	Approval: X	09-APR-19 -- LVOCATURA
Comptroller	Deputy: X	18-JUN-19 -- JSCHOEN
NIFA	NIFA Approval: X	11-JUL-19 -- MWORSHAM

## Contract Summary

<b>Purpose:</b> Provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit. The purpose of this Agreement is to make available to the Department engineering and inspection resources needed to complete specialized traffic projects and projects with specific time constraints.
<b>Method of Procurement:</b> A formal Request For Proposals (RFP) process was conducted to procure the services.
<b>Procurement History:</b> An RFP was released on June 29, 2018 and was advertised in Newsday, NYS Contract Reporter and on the County web site. In reply to the RFP we received proposals from eight (8) firms. A team of four (4) engineers, from DPW's Traffic Engineering Unit conducted the selection process and established a technical ranking based on the proposals.
<b>Description of General Provisions:</b> The selected Firms will provide traffic engineering services on an "on-call" basis. Specific work requests will be conveyed to each selected firm, who will then provide a scope of work to provide the services requested. A specific scope of work will be developed for each proposed item of work. A specific cost proposal will be developed for each item. The Firms will be reimbursed for direct labor costs based on approved wage rates and the agreed upon multiplier. The term of the Agreement is three (3) years. The maximum dollar ceiling is Two Million Five Hundred Thousand Dollars (\$2,500,000.00).
<b>Impact on Funding / Price Analysis:</b> Funding for this Agreement will come from various appropriate capital projects and/or the Department's operating budget. The funding source will depend on the proposed scope of services.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	62	Revenue		1	PWCAPCAP/62017/00003	\$ 0.01
Resp:	017	Contract:				\$ 0.00
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	62017	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
Increase						
Decrease						

RULES RESOLUTION NO. 105-2019

E-83-19

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

Received by the Rules Committee  
4-8-19  
6-0-19

WHEREAS, the County has negotiated a personal services agreement with Louis K. McLean Associates Engineers & Surveyors, P.C. for "On-Call" Traffic Engineering Projects, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

## CONTRACT FOR SERVICES

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

### WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date, (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Any task order issued to the Firm, prior to the Expiration Date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of but may not be limited to engineering, design, inspection, data collection, traffic analyses, CAD drafting, surveys, traffic impact analyses, traffic counting, traffic studies, traffic calming studies, transportation planning, providing traffic engineers, ITS Specialists, CAD Operators and technicians, and any other services necessary to address a wide variety of traffic engineering projects and assignments. The specific work divisions and deliverables related to this project are to be considered "On-Call" in nature and will be more particularly described in the "Detailed Scope of Services," provided with each solicitation for work under this agreement. Each request for work will be attached hereto and hereby be made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

### 3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services and/or Services During Construction that may be so authorized, shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

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

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

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

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

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

### 4. Ownership and Control of Work Product

#### (a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C.



§101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

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

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

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

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

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

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

5. **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any

individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

7. Compliance with Law.

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix I, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) 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.

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than 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 Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

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

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

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

12. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

13. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the

receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

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

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

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

The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. 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) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

18. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

19. 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 and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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.

{Remainder of page intentionally lefty blank}

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

**Louis K Mclean Associates Engineers & Surveyors, PC**

By:  \_\_\_\_\_

Name: Raymond DiBiase, PE

Title: President & CEO

Date: 2/26/19

**NASSAU COUNTY**

By:  \_\_\_\_\_

Name: Brian J. SCHNEIDER

Title: County Executive

☒ Deputy County Executive

Date: JULY 17, 2019

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

SUFFOLK

On the 26<sup>th</sup> day of February in the year 2019 before me personally came Raymond DiBiase to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President & CEO of L. & McLean Assoc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

CHRISTINE WIEGAND  
NOTARY PUBLIC, State of New York  
No. 01WI6210359, Suffolk County  
Commission Expires August 17, 2021

STATE OF NEW YORK)

)ss.:

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 the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



## **Exhibit "A"**

### Detailed Scope of Services

1. Scope of Services.

These services may involve, but are not limited to, engineering, design, inspection, data collection, traffic analyses, CAD drafting, surveys, traffic impact analyses, traffic counting, traffic studies, traffic calming studies, transportation planning, providing traffic engineers, ITS Specialists, CAD Operators and technicians, and any other services necessary to address a wide variety of traffic engineering projects and assignments. The scope of services required for a particular project will be identified, described in writing and distributed to the Firm for consideration. Each firm will submit a letter proposal for review/evaluation by the Department. The letter proposal shall include, but not limited to, proposed staffing resumes. The selected firm shall abide by all aspects of the response provided in the letter proposal. After review of the letter proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence work.

2. Notification.

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

3. Task Order Procedures.

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

A. Task Order Issuance and Submission of Proposal

In the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the "Task Order") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. The Department may send the Task Order to the Firm. If the Task order is sent to the Firm, the Firm shall:

1. Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and
2. Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order. If no due date for the Proposal is specified in the task order, such due date shall be (1) month from the date the Task order was sent by the Department to the Firm.



B. Department Review of Cost Proposal

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

## **Exhibit "B"**

### Payment Schedule

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

Compensation for services provided under the terms of this Agreement will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier. The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

#### Payments to Firm When Services Are Compensated "On the Basis of Salary Multiplier"

With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. All overtime requests must be submitted to the Department for approval in advance. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred.

Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy-five dollars (\$175.00).

#### Out-of-Pocket Expenses:

The Firm shall be reimbursed for the actual cost of "out-of-pocket" expenses that have been approved in writing by the Commissioner of Public Works. Traveling cost for reporting to site is not considered out-of-pocket.

The Firm shall be reimbursed for the actual cost of the following expenses incurred in the interest of the project:

1. Transportation and living expenses for approved and required travel beyond 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.
2. Additional models, renderings, and/or photographs than those requested in task order.
3. Reproduction of drawings in excess of 15 copies per each.

#### Subcontractor Costs and Subconsultant Charges:

1. Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for

employees of the Firm.

2. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.
3. The Firm shall be further reimbursed for the actual out-of-pocket expenses, as outline above, for subconsultants and subcontractors when authorized in writing by the Commissioner.

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Raymond DiBiase, PE (Name)

437 South Country Rd., Brookhaven, NY 11719 (Address)

(631) 286-8668 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

N/A

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

N A

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

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



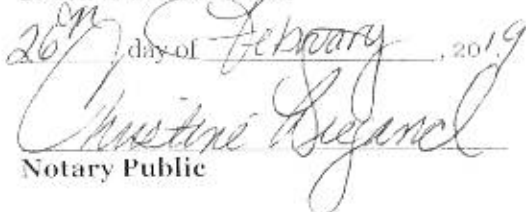
Dated 2/26/19

Signature of Chief Executive Officer

Raymond DiBiasi, PE

Name of Chief Executive Officer

Sworn to before me this

26<sup>th</sup> day of February, 2019  
  
Notary Public

CHRISTINE WIEGAND  
NOTARY PUBLIC, State of New York  
No. 01W16210359, Suffolk County  
Commission Expires August 17, 2021