



Certified: --

**E-29-26**

FILED BY THE CLERK OF THE NASSAU COUNTY LEGISLATURE FEBRUARY 17, 2026 3:59PM

**NIFS ID: CLPW26000002**

Capital: **X**

Contract ID #: **CFPW21000022**

NIFS Entry Date: **01/09/2026**

DPW Contract Number: **T62461-01D**

**Department: Public Works**

Service: **FED AID-Merrick Ave Signal Expansion T62461-01D PIN 0761.44 Amendment 2**

Term: **No change to contract term**

Contract Delayed: **X**

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

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

<b>Vendor/Municipality Info:</b>	
Name: <b>L.K. McLean Associates Engineering &amp; Surveying, D.P.C.</b>	ID#: <b>112667189</b>
Main Address: <b>437 South Country Road Brookhaven, NY 11719</b>	
Main Contact: <b>Robert Steele</b>	
Main Phone: <b>(631) 286-8668</b>	

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

**Contract Summary**

**Purpose:** The purpose of the original contract was for design services for the Merrick Avenue Signal Expansion Project (T62461-01D, PIN 0761.44). The design and construction will allow Nassau County to replace traffic signals and communications equipment to improve safety, maximize roadway capacity and minimize delays along Merrick Avenue. The purpose of this Amendment No. 2 is to provide additional funds to complete the design plans due to additional design efforts.

**Procurement History:** RFP was issued 8/24/20. Eight (8) proposals were received and evaluated and LKMA was selected. The agreement was extended by letter until 2/14/2024. Amendment No. 1 extended the term 24 months until 2/13/2026. Amendment

No. 2 is seeking to provide an additional \$40,000.00 in funding to complete the design plans.

**Description of General Provisions:** The purpose of the original contract was for design services for the Merrick Avenue Signal Expansion Project (T62461-01D, PIN 0761.44). The design and construction will allow Nassau County to replace traffic signals and communications equipment to improve safety, maximize roadway capacity and minimize delays along Merrick Avenue. The purpose of the amendment is to provide additional funds to enable the consultant to complete the design plans.

**Impact on Funding / Price Analysis:** The maximum amount of Amendment No. 2 is \$40,000.00 increasing the original contract cap from \$629,179.64 to \$669,179.64, The funds are available under capital project 62461.

**Change in Contract from Prior Procurement:** Additional Funds.

**Method of Source Selection:**

Contract amendment, extension, or renewal

Contract originally executed on: 02/14/2022

Original procurement method: Request for Proposals

**MWBE Participation:**

Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

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

Contractor is a (check all that apply):

MWBE

SDVOB

**Recommendation:** Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 62461 144	01	\$40,000.00
Project Number		62461						
Project Detail		144						
<b>TOTAL</b>								<b>\$40,000.00</b>

Additional Info	
Blanket Encumbrance	
Transaction	107
<b>Renewal</b>	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$40,000.00
Other	\$0.00
<b>Total</b>	<b>\$40,000.00</b>

## Routing Slip

Department			
NIFS Entry	Loretta Dionisio	01/09/2026 07:37AM	Approved
NIFS Final Approval	Loretta Dionisio	01/09/2026 07:37AM	Approved
Final Approval	Loretta Dionisio	01/09/2026 09:57AM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	01/09/2026 09:58AM	Approved
Final Approval	Loretta Dionisio	01/09/2026 09:58AM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	01/09/2026 10:45AM	Approved
Approval as to Form	Julie Silverstein	01/13/2026 01:18PM	Approved
NIFS Approval	Mary Nori	02/02/2026 03:08PM	Approved
Final Approval	Mary Nori	02/02/2026 03:08PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	01/09/2026 01:04PM	Approved
NIFA Approval	Christopher Nolan	01/30/2026 03:46PM	Approved
Final Approval	Christopher Nolan	01/30/2026 03:46PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/02/2026 03:30PM	Approved
DCE Compliance Approval	Robert Cleary	02/09/2026 05:28PM	Approved
Vertical DCE Approval	Arthur Walsh	02/17/2026 02:36PM	Approved
Final Approval	Arthur Walsh	02/17/2026 02:36PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	02/17/2026 03:49PM	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. – 2026

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

WHEREAS, the County has negotiated a second amendment to a personal services agreement with L.K. McLean Associates Engineering & Surveying, D.P.C., to provide additional design services for the Merrick Avenue Signal Expansion Project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

**AMENDMENT No. 2**

This AMENDMENT (this "Amendment No. 2"), made and entered as of October 14, 2025, 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) Louis K. McLean Associates Engineers & Surveyors, D.P.C., formerly known as Louis K. McLean Associates Engineers & Surveyors, P.C. (the "Firm") having its principal office at 437 South Country Road, Brookhaven, NY 11719.

WITNESSETH:

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for services under the Original Agreement, T62461-01D, as full compensation for the Services, was Six Hundred Twenty-Nine Thousand One Hundred Seventy-Nine Dollars and Sixty-Four Cents (\$629,179.64).

WHEREAS, both parties agree that it is necessary to amend the maximum amount to be paid to the Firm.

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

Payment. Section 3(a) Amount of Consideration shall be increased by Forty Thousand Dollars (\$40,000.00), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed Six Hundred Sixty-Nine Thousand One Hundred Seventy-Nine Dollars and Sixty-Four Cents (\$669,179.64) (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 LK McLean Associates Engineering & Surveying DPC

By:   
Name: Robert Steele, PE  
Title: President & CEO  
Date: 1/5/26

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~ ) Suffolk

On the 5<sup>th</sup> day of Jan. in the year 2026 before me personally came Robert Steele to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the Pres & CEO of LK 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, 2029

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

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

**TO:** Contract File

**FROM:** Jane Houdek, Esq.  
Designated DCCO

**DATE:** October 29, 2025

**SUBJECT:** Contract No: T62461-01D  
Merrick Ave Signal Expansion PIN 0761.44  
Amendment No. 2  
Louis K McLean Associates Engineers and Surveyors  
PC Responsibility Determination Memo

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above- referenced contract.

NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employs the FLIP analysis -financial ability, legal capacity, integrity and past performance - to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

SUBJECT: Contract No: T62461-01D  
October 29, 2025 Merrick Ave Signal Expansion PIN 0761.44  
Amendment No. 2  
Louis K McLean Associates Engineers and Surveyors PC  
Responsibility Determination Memo

### Financial and Organizational Capacity

The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

1. Legal Authority

Vendor is not debarred. Vendor possesses requisite licenses.

2. Integrity

Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

3. Past Performance

Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

### Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health,

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October 29, 2025 Merrick Ave Signal Expansion PIN 0761.44  
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Louis K McLean Associates Engineers and Surveyors  
PC Responsibility Determination Memo

safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.

Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate

whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.

A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

#### Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

#### Review of Vendor Information

Vendor reports a lawsuit commenced by the Town of Huntington against it alleging breach of contract in designing a dock complex for the Town. The letter attached to the Vendor's Business History form explains Vendor's position regarding the allegations in the Town's complaint. The letter was provided after a meeting with the Department. At the meeting with the Department, Vendor explained that, despite the lawsuit, the Town of Huntington continues to award contracts to LKMA. Additionally, Vendor has provided numerous positive reference letters from municipal clients for whom the firm has

SUBJECT: Contract No: T62461-01D  
October 29, 2025 Merrick Ave Signal Expansion PIN 0761.44  
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PC Responsibility Determination Memo

designed docks, marinas and/or bulkheads. Letter and references are attached to this memorandum. The volume of positive references far outweighs one allegation of poor work. Finally, Vendor has consistently performed quality work for the County on numerous projects. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract T62461-01D PIN 0761.44.

Jane Houdek  
Attorney for DPW  
JH:pl



Nassau County Interim Finance Authority

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

1. Vendor: L.K. McLean Associates Engineering & Surveying, D.P.C.

2. Amount requiring NIFA approval: \$40,000.00

Amount to be encumbered: \$40,000.00

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 No change to contract term

Has work or services on this contract commenced? Yes

If yes, please explain: The purpose of this Amendment No. 2 is to provide additional funds to complete the design plans due to

4. Funding Source:

Table with funding source categories: General Fund (GEN), Capital Improvement Fund (CAP), Federal %, State %, County %, Grant Fund (GRT), Other. Includes an 'X' in the Capital Improvement Fund (CAP) column.

- 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 for design services for the Merrick Avenue Signal Expansion Project (T62461-01D, PIN 0761.44). The design and construction will allow Nassau County to replace traffic signals and communications equipment to improve safety, maximize roadway capacity and minimize delays along Merrick Avenue. The purpose of this Amendment No. 2 is to provide additional funds to complete the design plans due to additional design efforts.

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:

Table with 3 columns: Contract ID, Posting Date, Amount Added in Prior 12 Months

## AUTHORIZATION

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

CNOLAN

01/30/2026

**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.

**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.

**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.**

# 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, Elizabeth Richardson 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: L.K. McLean Associates Engineering & Surveying, DPC

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

Vendor's EIN or TIN: ██████████

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

Political Campaign Contribution Disclosure Form: 08/21/2025 02:16:35 pm

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Lobbyist Registration and Disclosure Form: 08/21/2025 02:17:18 pm

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Business History Form certified: 10/23/2025 09:57:17 am

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Consultant's, Contractor's, and Vendor's Disclosure Form: 08/21/2025 02:17:56 pm

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# Principal Questionnaire(s)

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

Principal Name James DeKoning [JDEKONING@LKMA.COM]

Date Certified 11/21/2025 10:42:46 am

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Principal Name Robert Steele [RSTEELE@LKMA.COM]

Date Certified 11/21/2025 08:49:25 am

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Principal Name Keith Masseria [KMASSERIA@LKMA.COM]

Date Certified 11/21/2025 08:21:38 am

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Principal Name Christopher Dwyer [CDWYER@LKMA.COM]

Date Certified 11/21/2025 08:16:57 am

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Principal Name Christine Belson [CBELSON@LKMA.COM]

Date Certified 10/24/2025 08:07:12 am

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Principal Name Tamara Stillman [TSTILLMAN@LKMA.COM]

Date Certified 10/23/2025 10:41:09 am

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Principal Name Matthew Jedlicka [MJEDLICKA@LKMA.COM]

Date Certified 10/23/2025 10:10:05 am

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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 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.”

Elizabeth Richardson ERICHARDSON@LKMA.COM

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*Name*

Marketing

---

*Title*

L.K. McLean Associates Engineering & Surveying, DPC

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*Name of Submitting Entity*

11/21/2025 10:46:52 am

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*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: 10/23/2025

1) Proposer's Legal Name: L.K. MCLEAN ASSOCIATES ENGINEERING & SURVEYING, D.P.C.

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? Both If other, please provide details:

4) Dun and Bradstreet number: [REDACTED]

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

6) The proposer is a: Other (Describe) D.P.C.

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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X]

Is the proposer an individual?

YES [ ] NO [X] 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: 2025 Vendor Disclosure Statement for NC.pdf

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

see attachment

1 File(s) uploaded: 2025 Vendor Disclosure Statement for NC.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

78

- vi) Annual revenue of firm;

[REDACTED]

- vii) Summary of relevant accomplishments

Recent projects for NCDPW include Lawrence Pipe Drainage Improvements; Silver Lake Park Improvements; Barnum Island/Harbor Isle Drainage Study; Wheatley Road Drainage Solution and Parsonage Creek Bulkhead.

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

2 File(s) uploaded: LKMA Eng Cert 2023-2026.pdf, LKMA Survey Cert 2023-2026.pdf

- B. Indicate number of years in business.

- 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

1 File(s) uploaded: Atty + Refs.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	Alex Prego, PE, Active Chief Engineer		
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	Town of Hempstead		
Contact Person	Jeff Tierney, Deputy Commissioner of Engineering		
Address	350 Front Street		
City	Hempstead	State/Province/Territory	NY
Country	US		
Telephone	(516) 812-3483		
Fax #			
E-Mail Address	jefftie@hempsteadny.gov		

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.

Name of submitting business: LK McLean Associates Engineering & Surveying, DPC

Electronically signed and certified at the date and time indicated by:  
Elizabeth Richardson ERICHARDSON@LKMA.COM

Marketing

Title

10/23/2025 09:57:17 am

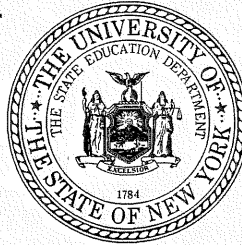
Date


**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

**LK MCLEAN ASSOCIATES ENGINEERING & SURVEYING DPC  
437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2024 TO 12/31/2026.



  
BETTY ROSA  
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
**0021276 DUPLICATE**

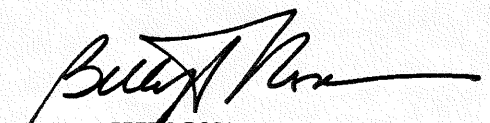
**THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT**

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

**LK MCLEAN ASSOCIATES ENGINEERING & SURVEYING DPC  
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.



  
BETTY ROSA  
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
**0020705 DUPLICATE**

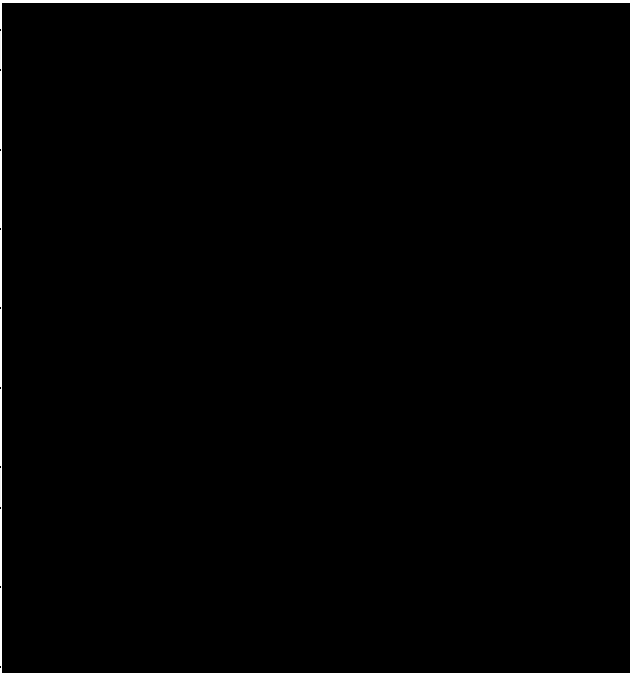


**L.K. McLean Associates Engineering & Surveying, D.P.C.  
Vendor Disclosure Statement Information**

**Table of Organization**

**Officers – 5% or more:**

<b>Name</b>	<b>Title</b>
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal
<b>Name</b>	<b>Title</b>
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder



**Shareholders:**

Robert A. Steele, PE  
James L. DeKoning, PE  
Keith Masseria, PE  
Christopher Dwyer  
Tamara Stillman, PLS,  
Matthew Jedlicka, LEED AP  
Christine Belson

**Board of Directors:**

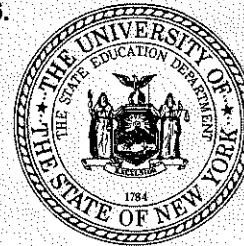
Robert A. Steele, P.E., President/CEO  
James L. DeKoning, P.E., Vice President  
Keith Masseria, P.E., Vice President  
Christopher Dwyer, Vice President  
Tamara L. Stillman, P.L.S., Assistant Secretary

**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 01/01/2024 TO 12/31/2026.



**CERTIFICATE NUMBER  
0021276**

  
BETTY ROSA  
COMMISSIONER OF EDUCATION

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

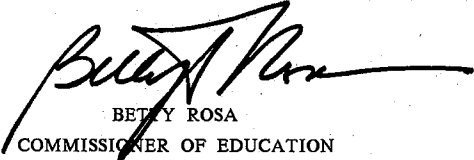
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**LOUIS K MCLEAN ASSOCIATES ENGINEERS & SURVEYORS PC  
437 SOUTH COUNTRY ROAD  
BROOKHAVEN, NY 11719-0000**

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



CERTIFICATE NUMBER  
**0020705**

  
BETTY ROSA  
COMMISSIONER OF EDUCATION



Attorneys at Law

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

1001 Franklin Avenue, Garden City, New York 11530

T. 516.294.8844 F. 516.294.8202

www.lbcclaw.com

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

March 12, 2020

**VIA EMAIL and REGULAR MAIL**

jhoudek@nassaucountyny.gov

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

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

Dear Ms. Houdek:

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

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

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

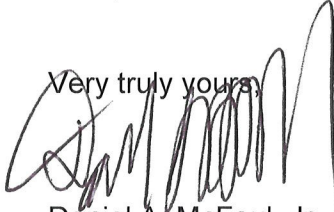
In March, 2019, the Town filed a Summons with Notice commencing a lawsuit against both LKMA and the dock manufacturer, Bellingham Marine. Upon learning of the filing of the lawsuit, even before being served, we reached out to the Town, on behalf of LKMA, to request a

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

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

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

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

Very truly yours,  
  
Daniel A. McFaul, Jr.

DAM:gd



## 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

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



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 dark ink, appearing to read "Ed Michels".

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,

A handwritten signature in cursive script that reads "Harry Sundin".

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,

Christine Fetten, P.E.  
Town Engineer



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?

[Redacted area]

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

Dated: 08/21/2025 02:16:35 pm

Vendor: LK McLean Associates Engineering & Surveying,  
DPC

Title: President/CEO

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

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

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

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

Business Address: Belson  
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	<u>01/01/2024</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

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

LK McLean Associates Engineering & Surveying DPC

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Christine Belson CBELSON@LKMA.COM

---

Controller-Principal

Title

---

10/24/2025 08:07:12 am

Date



**L.K. McLean Associates Engineering & Surveying, D.P.C.  
Vendor Disclosure Statement Information**

**Table of Organization**

**Officers – 5% or more:**

<b>Name</b>	<b>Title</b>
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal
<b>Name</b>	<b>Title</b>
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder



**Shareholders:**

Robert A. Steele, PE  
James L. DeKoning, PE  
Keith Masseria, PE  
Christopher Dwyer  
Tamara Stillman, PLS,  
Matthew Jedlicka, LEED AP  
Christine Belson

**Board of Directors:**

Robert A. Steele, P.E., President/CEO  
James L. DeKoning, P.E., Vice President  
Keith Masseria, P.E., Vice President  
Christopher Dwyer, Vice President  
Tamara L. Stillman, P.L.S., Assistant Secretary

**PRINCIPAL QUESTIONNAIRE FORM**

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1. Principal Name: Christopher Dwyer  
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	01/01/2024		
(Other)			

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

1 File(s) uploaded: 2025 Vendor Disclosure Statement NCVP.pdf

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?

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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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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.

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

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LK McLean Associates Engineering & Surveying, DPC

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Christopher Dwyer CDWYER@LKMA.COM

---

Vice President

Title

---

11/21/2025 08:16:57 am

Date



**L.K. McLean Associates Engineering & Surveying, D.P.C.  
Vendor Disclosure Statement Information**

**Table of Organization**

**Officers – 5% or more:**

<b>Name</b>	<b>Title</b>
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal

**Less than 5%:**

<b>Name</b>	<b>Title</b>
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder

**All Shareholders:**

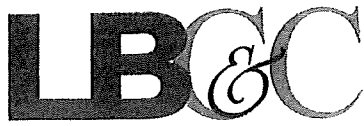
Robert A. Steele, PE  
James L. DeKoning, PE  
Keith Masseria, PE  
Christopher Dwyer  
Tamara Stillman, PLS  
Matthew Jedlicka, LEED AP  
Christine Belson

**Board of Directors:**

Robert A. Steele, P.E., President/CEO  
James L. DeKoning, P.E., Vice President  
Keith Masseria, P.E., Vice President  
Christopher Dwyer, Vice President  
Tamara L. Stillman, P.L.S., Assistant Secretary

**Counsel:**

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



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

Daniel A. McFaul, Jr.  
Partner  
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.

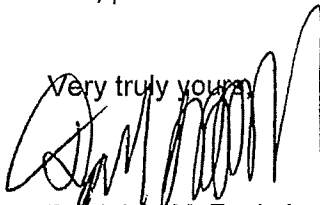
In March, 2019, the Town filed a Summons with Notice commencing a lawsuit against both LKMA and the dock manufacturer, Bellingham Marine. Upon learning of the filing of the lawsuit, even before being served, we reached out to the Town, on behalf of LKMA, to request a

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

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



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.

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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".

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).

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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)

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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.

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Sincerely,

Christine Fetten, P.E.  
Town Engineer

**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: 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: 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	<u>01/01/2024</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/01/2020</u>		
(Other)			

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

1 File(s) uploaded: 2025 Vendor Disclosure Statement NCVP.pdf

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, James DeKoning , 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, James DeKoning , 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.

LK McLean Associates Engineering & Surveying, DPC

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
James DeKoning JDEKONING@LKMA.COM

Vice President

Title

11/21/2025 10:42:46 am

Date



**L.K. McLean Associates Engineering & Surveying, D.P.C.  
Vendor Disclosure Statement Information**

**Table of Organization**

**Officers – 5% or more:**

<b>Name</b>	<b>Title</b>
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal

**Less than 5%:**

<b>Name</b>	<b>Title</b>
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder



**All Shareholders:**

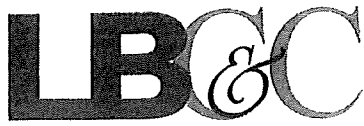
Robert A. Steele, PE  
James L. DeKoning, PE  
Keith Masseria, PE  
Christopher Dwyer  
Tamara Stillman, PLS  
Matthew Jedlicka, LEED AP  
Christine Belson

**Board of Directors:**

Robert A. Steele, P.E., President/CEO  
James L. DeKoning, P.E., Vice President  
Keith Masseria, P.E., Vice President  
Christopher Dwyer, Vice President  
Tamara L. Stillman, P.L.S., Assistant Secretary

**Counsel:**

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



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

Daniel A. McFaul, Jr.  
Partner  
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.

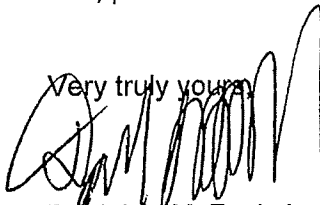
In March, 2019, the Town filed a Summons with Notice commencing a lawsuit against both LKMA and the dock manufacturer, Bellingham Marine. Upon learning of the filing of the lawsuit, even before being served, we reached out to the Town, on behalf of LKMA, to request a

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

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



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

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

Respectfully,

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Ed Michels  
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Town of East Hampton



**TOWN OF ISLIP**  
DEPARTMENT OF PARKS, RECREATION & CULTURAL AFFAIRS

Angie M. Carpenter, Supervisor  
Thomas Owens, Commissioner

March 9, 2020

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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

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Nassau County Department of Public Works  
1194 Prospect Avenue, Westbury NY 11590

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

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Sincerely,

Christine Fetten, P.E.  
Town Engineer

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1. Principal Name: Matthew Jedlicka  
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): 437 SOUTH COUNTRY ROAD  
City: Brookhaven State/Province/Territory: NY Zip/Postal Code: 11719  
Country: US  
Telephone: 6312868668

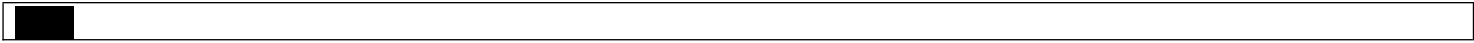
List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>01/01/2024</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type Other  
Description Principal  
Start Date 01/01/2024

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



1 File(s) uploaded: 2025 Vendor Disclosure w percentages.pdf

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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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,  , 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,  , 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.

LK McLean Associates Engineering & Surveying, DPC

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Matthew Jedlicka MJEDLICKA@LKMA.COM

---

Shareholder

Title

10/23/2025 10:10:05 am

---

Date



**L.K. McLean Associates Engineering & Surveying, D.P.C.  
Vendor Disclosure Statement Information**

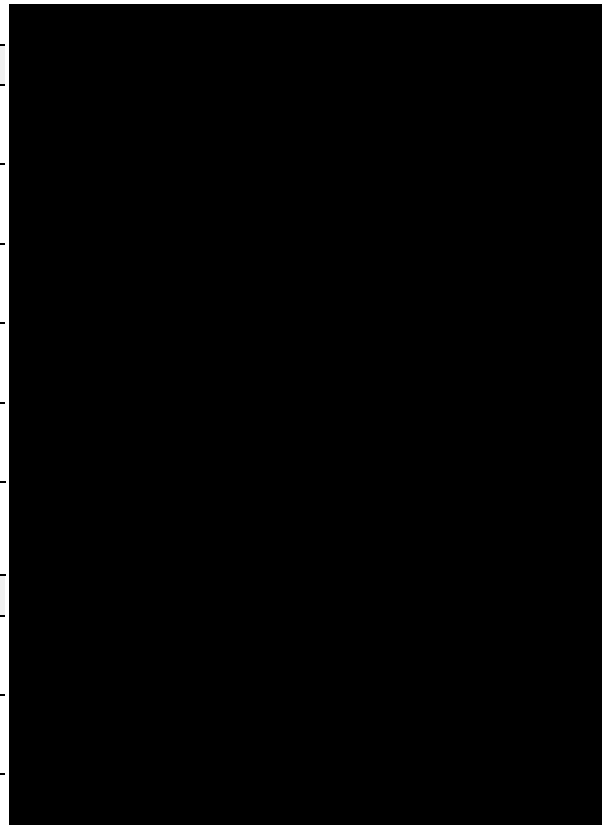
**Table of Organization**

**Officers – 5% or more:**

<b>Name</b>	<b>Title</b>
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal

**Less than 5%**

<b>Name</b>	<b>Title</b>
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder



**Shareholders:**

Robert A. Steele, PE  
James L. DeKoning, PE  
Keith Masseria, PE  
Christopher Dwyer  
Tamara Stillman, PLS,  
Matthew Jedlicka, LEED AP  
Christine Belson

**Board of Directors:**

Robert A. Steele, P.E., President/CEO  
James L. DeKoning, P.E., Vice President  
Keith Masseria, P.E., Vice President  
Christopher Dwyer, Vice President  
Tamara L. Stillman, P.L.S., Assistant Secretary



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:

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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.

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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.

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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.

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

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

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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.

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.

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LK McLean Associates Engineering & Surveying, DPC

Name of submitting business

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

Robert Steele RSTEELE@LKMA.COM

President & CEO

Title

11/21/2025 08:49:25 am

Date



**L.K. McLean Associates Engineering & Surveying, D.P.C.  
Vendor Disclosure Statement Information**

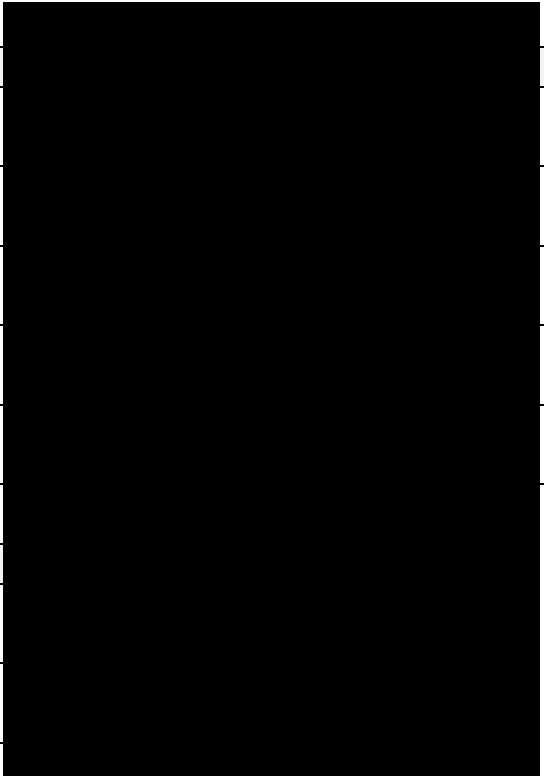
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James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal

**Less than 5%:**

<b>Name</b>	<b>Title</b>
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder



**All Shareholders:**

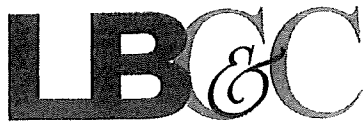
Robert A. Steele, PE  
James L. DeKoning, PE  
Keith Masseria, PE  
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Tamara Stillman, PLS  
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Christine Belson

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James L. DeKoning, P.E., Vice President  
Keith Masseria, P.E., Vice President  
Christopher Dwyer, Vice President  
Tamara L. Stillman, P.L.S., Assistant Secretary

**Counsel:**

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



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

Daniel A. McFaul, Jr.  
Partner  
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.

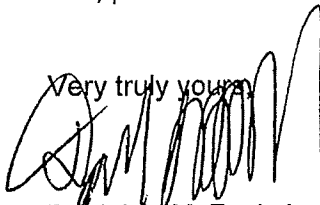
In March, 2019, the Town filed a Summons with Notice commencing a lawsuit against both LKMA and the dock manufacturer, Bellingham Marine. Upon learning of the filing of the lawsuit, even before being served, we reached out to the Town, on behalf of LKMA, to request a

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

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



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".

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,

Christine Fetten, P.E.  
Town Engineer

**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: 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	<u>01/01/2024</u>
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 [X] NO [ ] If Yes, provide details.



1 File(s) uploaded: 2025 Vendor Disclosure w percentages.pdf

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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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**

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.

LK McLean Associates Engineering & Surveying, DPC

---

Name of submitting business

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

Tamara Stillman TSTILLMAN@LKMA.COM

---

Shareholder

---

Title

10/23/2025 10:41:09 am

---

Date



**L.K. McLean Associates Engineering & Surveying, D.P.C.  
Vendor Disclosure Statement Information**

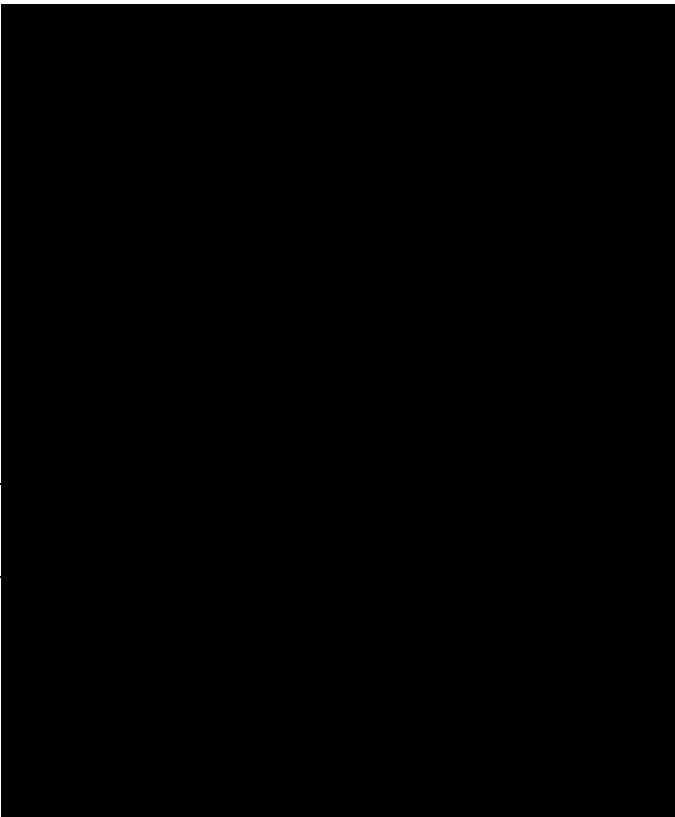
**Table of Organization**

**Officers – 5% or more:**

<b>Name</b>	<b>Title</b>
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal

**Less than 5%**

<b>Name</b>	<b>Title</b>
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder



**Shareholders:**

Robert A. Steele, PE  
James L. DeKoning, PE  
Keith Masseria, PE  
Christopher Dwyer  
Tamara Stillman, PLS,  
Matthew Jedlicka, LEED AP  
Christine Belson

**Board of Directors:**

Robert A. Steele, P.E., President/CEO  
James L. DeKoning, P.E., Vice President  
Keith Masseria, P.E., Vice President  
Christopher Dwyer, Vice President  
Tamara L. Stillman, P.L.S., Assistant Secretary

**PRINCIPAL QUESTIONNAIRE FORM**

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**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: Keith Masseria  
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): 437 SOUTH COUNTRY ROAD  
City: Brookhaven State/Province/Territory:  Zip/Postal Code: 11719  
Country: US  
Telephone: 6312868668

List of other addresses and telephone numbers attached

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Chairman of Board	<u></u>	Shareholder	<u>01/01/2024</u>
Chief Exec. Officer	<u></u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u>01/01/2024</u>		
(Other)	<u></u>		

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

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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.

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

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LK McLean Associates Engineering & Surveying, DPC

---

Name of submitting business

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

Keith Masseria KMASSERIA@LKMA.COM

---

Vice President

Title

---

11/21/2025 08:21:38 am

Date



**L.K. McLean Associates Engineering & Surveying, D.P.C.  
Vendor Disclosure Statement Information**

**Table of Organization**

**Officers – 5% or more:**

<b>Name</b>	<b>Title</b>
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal

**Less than 5%:**

<b>Name</b>	<b>Title</b>
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder

**All Shareholders:**

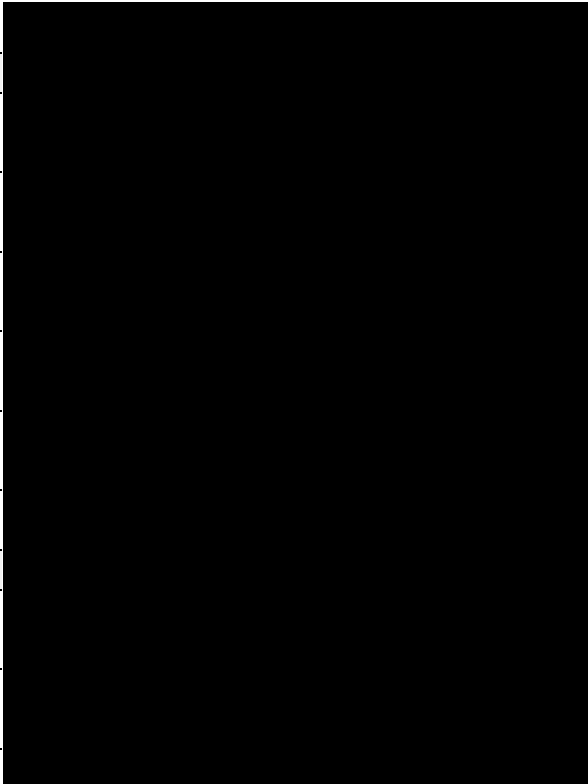
Robert A. Steele, PE  
James L. DeKoning, PE  
Keith Masseria, PE  
Christopher Dwyer  
Tamara Stillman, PLS  
Matthew Jedlicka, LEED AP  
Christine Belson

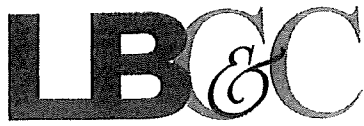
**Board of Directors:**

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James L. DeKoning, P.E., Vice President  
Keith Masseria, P.E., Vice President  
Christopher Dwyer, Vice President  
Tamara L. Stillman, P.L.S., Assistant Secretary

**Counsel:**

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





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

Daniel A. McFaul, Jr.  
Partner  
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.

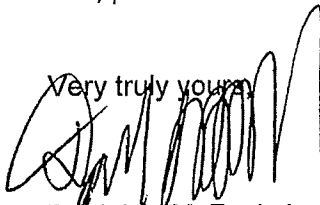
In March, 2019, the Town filed a Summons with Notice commencing a lawsuit against both LKMA and the dock manufacturer, Bellingham Marine. Upon learning of the filing of the lawsuit, even before being served, we reached out to the Town, on behalf of LKMA, to request a

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

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



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".

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,

Christine Fetten, P.E.  
Town Engineer

COUNTY OF NASSAU

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

1. Name of the Entity: L.K. McLean Associates Engineers & Surveyors, D.P.C.

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) DPC

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: 2025 Vendor Disclosure Statement for NC.pdf

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: 2025 Vendor Disclosure Statement for NC.pdf

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:

Robert Steele, PE [RSTEELE@LKMA.COM]

Dated: 08/21/2025 02:17:56 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.

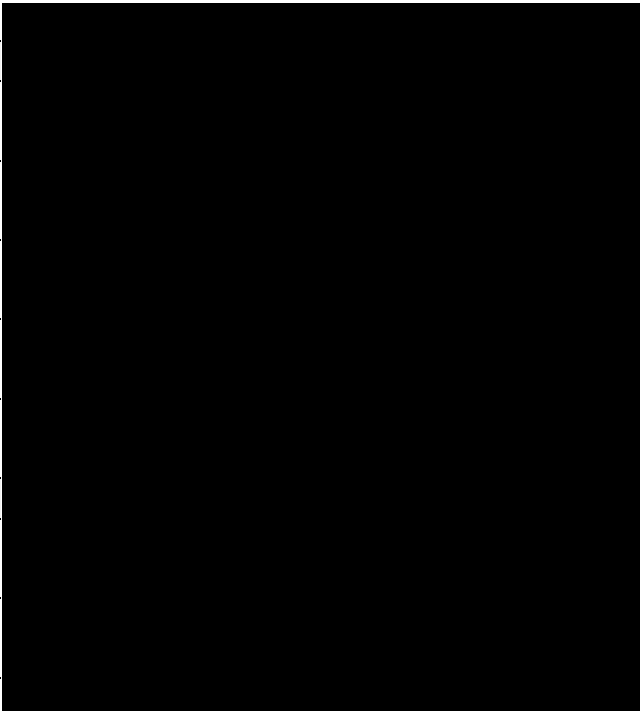


**L.K. McLean Associates Engineering & Surveying, D.P.C.  
Vendor Disclosure Statement Information**

**Table of Organization**

**Officers – 5% or more:**

<b>Name</b>	<b>Title</b>
Robert Steele, PE	President/CEO
James DeKoning, PE	Vice President
Christopher Dwyer	Vice President
Keith Masseria, PE	Vice President
Matthew Jedlicka, LEED AP	Principal
<b>Name</b>	<b>Title</b>
Tamara Stillman, PLS	Shareholder
Christine Belson	Shareholder



**Shareholders:**

Robert A. Steele, PE  
James L. DeKoning, PE  
Keith Masseria, PE  
Christopher Dwyer  
Tamara Stillman, PLS,  
Matthew Jedlicka, LEED AP  
Christine Belson

**Board of Directors:**

Robert A. Steele, P.E., President/CEO  
James L. DeKoning, P.E., Vice President  
Keith Masseria, P.E., Vice President  
Christopher Dwyer, Vice President  
Tamara L. Stillman, P.L.S., Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2025

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 New York Office PO Box 818078 Cleveland, OH 44181	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> (212) 867-3550 <b>E-MAIL ADDRESS:</b> certificates2@risk-strategies.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> L.K. McLean Associates Engineering & Surveying, D.P.C. Robert Steele, President & CEO 437 S. Country Road Brookhaven NY 11719	<b>INSURER A:</b> Travelers Indemnity Co of America		25666
	<b>INSURER B:</b> Travelers Indemnity Company		25658
	<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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included <input checked="" type="checkbox"/> Valuable Papers \$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		[REDACTED]	5/1/2025	5/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <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]	5/1/2025	5/1/2026	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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional & Pollution Liability			[REDACTED]	5/1/2025	5/1/2026	\$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)

T62461-01D\_PIN 0761.44 Merrick Avenue Signal Expansion - Nassau County is additional insured for general liability as required by contract as respects to work performed by the insured.

**CERTIFICATE HOLDER**

NCDPW  
 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:** October 14, 2025

**SUBJECT:** Approval of Cap Increase  
Merrick Avenue Signal Expansion  
Encumbrance No. CFPW21000022  
RFP# PW-T62461-01D/PIN 0761.44

This Department procured a contract to Louis K. McLean Associates Engineers & Surveyors, P.C. (McLean) to provide design services for Merrick Avenue Signal Expansion Project (CFPW21000022) for our Traffic Engineering Unit. This work included the design of twenty-three (23) traffic signals and ten (10) traffic cameras along Merrick Avenue in the hamlets of East Meadow, Merrick and North Merrick.

This agreement was signed on February 14, 2022, for a duration of one (1) year with an option of a one (1) year extension for an amount of \$629,179.64. Due to unforeseen circumstances and the workload of the Traffic Engineering Unit and McLean, the project was unable to be completed within the initial term and a new termination date of February 13, 2026, was approved. In order to complete the project, additional design efforts are required.

This Department is requesting to increase the cap by forty thousand dollars (\$40,000.00). The increase in cap will allow for the additional design efforts to be completed and enable McLean to produce final plans. The new cap for the project will be six hundred sixty-nine thousand one hundred seventy-nine dollars and sixty-four cents (\$669,179.64).

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

*Michael Kwaschyn*

Michael Kwaschyn  
Commissioner

MK:JGP:HTL:las

c: Joseph 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:

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

Date

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

Date



Request to Initiate - R25-0308 (P25-0160 - FED AID- Merrick Avenue Signal Expansion T62461-01D PIN 0761.44- Amendment 2)

RTI Status	<b>Active</b>		
Request Type	<b>RFP</b>		
Service Requested	<b>Additional money to complete design of traffic signals.</b>		
Justification	<b>Project will rebuild 23 traffic signals and install 10 traffic cameras along Merrick Avenue in the hamlets of East Meadow, Merrick and North Merrick.</b>		
Requested By	<b>Public Works</b>	Project Manager	<b>Michael Hagan</b>
Project Cost for this Phase / Contract	<b>Design</b>		
PIR Phase Amount Listed	<b>40,000.00</b>	Phase Cost	<b>40,000.00</b>
Total Project Cost	<b>\$40,000.00</b>		
Start Work	<b>12/17/2025</b>	Duration	<b>18 months</b>
Renewal Options			
Procurement Method	<b>RFP</b>		
Procurement Method Reason	<b>8 firms submitted proposals for the project.</b>		
Priority Justification	<b>Federal Grant</b>		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	62461 - Merrick Avenue Signal Expansion	144	PWCAPCA P	40,000.00		0			12/18/2025	James Woytysiak

State Environmental Quality Review Act

**Type II Action**

Supplemental Environmental Documentation

## Outsourcing Questionnaire

Question

Answer

What is the duration of the project if done inhouse?

- Employee / Man Hours
- Number of DaysShow calculations.

What is the duration of the project if out sourced?

What is the priority of the project? (Emergency, High, Medium, Low)

Is the project subject to seasonality?

What is the project cost of the project in done in-house?

- Labor
- MaterialsShow calculation if possible.

What is the project cost of the project if outsourced?

Does this require a specific skill set not currently within the County work force?

Does the Title exist to perform the function?

Does the skill set require specific training?

Does the Skill set require certification certificates?

Are continuing education credits required to maintain certification?

Is this a task that must be performed often?

Do County employees always perform this function?

If County employees do not normally perform the function, please specify why?

If County employees normally perform the function why is DPW choosing to outsource?

Is there associated risk liability that would necessitate outsourcing?

Is the project paid via outside funding?

Does the outside funding require outsourcing for it to be reimbursed?

## Approvals

Request Submitted	<b>Michael Hagan</b>	<b>12/18/2025 07:38 am</b>
Funding Added	<b>See Funding Source Tab</b>	
Capital Funding Approved	<b>James Woytysiak</b>	<b>12/18/2025 08:46 am</b>
AIM Entered	<b>Deanna Funk</b>	<b>12/18/2025 09:19 am</b>
Time Sheet Code	<b>25-0308</b>	
Commissioner Approved	<b>William Nimmo</b>	<b>12/19/2025 02:31 pm</b>
DCE / Ops Approved	<b>Arthur Walsh</b>	<b>12/23/2025 04:50 pm</b>

## Project Initiation Request - P25-0160

### General Information

Priority	<b>High</b>	LD	
Requirements Contract	<b>N</b>	Facilities	<b>N</b>
Insufficient Appropriation	<b>N</b>		
Project Title	<b>FED AID- Merrick Avenue Signal Expansion T62461-01D PIN 0761.44- Amendment 2</b>		
Requesting Department	<b>Public Works</b>	Requesting Unit	<b>Traffic</b>
Brief Project Description	<b>Project includes the design of twenty-three (23) traffic signals and ten (10) traffic cameras along Merrick Avenue from Hempstead Turnpike to Merrick Road, through the hamlets of East Meadow, Merrick and North Merrick. This amendment will add an additional \$40,000 to the project cap. The new project cap will be \$669,179.64.</b>		
Justification for Request	<b>This project will allow for the design of traffic signals to replace the existing infrastructure and upgrade the communication equipment to improve safety, maximize roadway capacity and minimize delays along Merrick Avenue. The additional money is needed for additional design efforts.</b>		
Project Type	<b>Traffic Management - Project only involving Signal or VMS work</b>		
Supervisor / PM	<b>Michael Hagan</b>		
Tags	<b>Accessibility, Environmental Impact , Mobility and Connectivity, Pedestrian Facilities, Road Safety, Safety</b>		

### Project Schedule

Project Status	<b>Active</b>				
Project Initiation Start	<b>10/15/2025</b>	Planning Start	<b>10/16/2025</b>	Design Procurement Start	<b>10/17/2025</b>
Design Proposals Due	<b>11/19/2025</b>	Design Start Date	<b>11/28/2025</b>	Construction Procurement Start	<b>05/01/2026</b>
Bid Opening	<b>05/01/2026</b>	Construction Start	<b>05/05/2026</b>	Closeout Start	<b>05/05/2027</b>
Project Completion	<b>05/17/2027</b>				

# Estimated Project Cost and Funding

	Amount	County	Federal (Direct)	Federal (Passthrough)	State	Other
Plan / Study	<b>0.00</b>					
		Comments				
Design	<b>40,000.00</b>	<b>Capital</b>				
<b>Consultant</b>		<b>40,000.00</b>				
<b>Michael Hagan</b>						
		Comments				
Management	<b>0.00</b>					
		Comments				
Construction	<b>0.00</b>					
		Comments				
		Comments				
Equipment						
Other						
Contingency						
<b>Totals</b>	<b>40,000.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

## **Approvals**

Request Submitted

**Michael Hagan**

**10/15/2025 04:22 pm**

Supervisor / Project Manager Assigned

**Michael Hagan**

Supervisor / Project Manager Approved

**Michael Hagan**

**10/15/2025 04:22 pm**

Capital Funding Approved

**James Woytysiak**

**10/16/2025 09:42 am**

Commissioner Approved

**William Nimmo**

**10/16/2025 09:56 am**

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, President/CEO

12/09/25

Name and Title of Authorized Representative

m/d/yy

Signature

12/09/25

Date

L.K. McLean Associates Engineering & Surveying, DPC

Name of Organization

437 South Country Road Brookhaven NY 11719

Address of Organization



Certified: 11/12/2024 01:35PM--  
HENAYATIAN

### E-156-24

Filed with the Clerk of the Nassau County  
Legislature: 09/03/2024 09:00AM

### NIFS ID: CLPW24000014

Capital: X

Contract ID #: CFPW21000022

NIFS Entry Date: 08/02/2024

### Department: Public Works

Service: **FED AID-Merrick Ave Signal Expansion T62461-01D PIN 0761.44 Amendment 1**

Term: **The Agreement shall be extended by twenty-four (24) months.**

Contract Delayed: X

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

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

Vendor/Municipality Info:	
Name: <b>LK McLean Associated Engineering &amp; Surveying DPC</b>	ID# [REDACTED]
Main Address: <b>437 South Country Road Brookhaven, NY 11719</b>	
Contract Specific Address: <b>LK McLean Associates Engineering &amp; Surveyors PC 437 South Country Road Brookhaven, NY 11719</b>	
Main Contact: <b>Robert Steele</b>	
Contract Specific Contact: <b>Robert Steele</b>	
Main Phone: <b>(631) 286-8668</b>	
Contract Specific Phone: <b>(631) 286-8668</b>	

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

## Contract Summary

**Purpose:** The purpose of the original contract was for design services for the Merrick Avenue Signal Expansion Project (T62461-01D, PIN 0761.44). The design and construction will allow Nassau County to replace traffic signals and communications equipment to improve safety, maximize roadway capacity and minimize delays along Merrick Avenue. The purpose of the amendment will extend the term limit by twenty-four (24) months. The new termination date will be February 13, 2026. The added term will enable the consultant to complete the design plans.

<p><b>Procurement History:</b> RFP was issued 8/24/20. Eight (8) proposals were received and evaluated and LKMA was selected.</p>
<p><b>Description of General Provisions:</b> The purpose of the original contract was for design services for the Merrick Avenue Signal Expansion Project (T62461-01D, PIN 0761.44). The design and construction will allow Nassau County to replace traffic signals and communications equipment to improve safety, maximize roadway capacity and minimize delays along Merrick Avenue. The purpose of the amendment will extend the term limit by twenty-four (24) months. The new termination date will be February 13, 2026. The added term will enable the consultant to complete the design plans.</p>
<p><b>Impact on Funding / Price Analysis:</b> The maximum amount of the original agreement is \$629,179.64. This amendment will result in no change to the maximum amount of the original agreement.</p>
<p><b>Change in Contract from Prior Procurement:</b> An additional twenty-four (24) months are being requested.</p>
<p><b>Method of Source Selection:</b></p> <p><input checked="" type="checkbox"/> Contract amendment, extension, or renewal</p> <p style="padding-left: 40px;">Contract originally executed on: 02/14/2022</p> <p style="padding-left: 40px;">Original procurement method: Request for Proposals</p>
<p><b>MWBE Participation:</b></p> <p><input checked="" type="checkbox"/> Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]</p> <p><input checked="" type="checkbox"/> Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.</p> <p>Contractor is a (check all that apply):</p> <p><input type="checkbox"/> MWBE</p> <p><input type="checkbox"/> SDVOB</p>
<p><b>Recommendation:</b> Approve as Submitted</p>

# Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 62461 144	01	\$0.01
Project Number		62461						
Project Detail		144						
<b>TOTAL</b>								<b>\$0.01</b>

Additional Info	
Blanket Encumbrance	
Transaction	107
<b>Renewal</b>	
% Increase	
% Decrease	

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

# Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	08/02/2024 03:38PM	Approved
NIFS Final Approval	Roseann D'Alleva	08/06/2024 09:20AM	Approved
Final Approval	Roseann D'Alleva	08/06/2024 09:20AM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	08/06/2024 09:20AM	Approved
Final Approval	Roseann D'Alleva	08/06/2024 09:20AM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	08/21/2024 03:44PM	Approved
RE & Insurance Verification	Grady Farnan	08/06/2024 01:02PM	Approved
NIFS Approval	Mary Nori	08/21/2024 06:29PM	Approved
Final Approval	Mary Nori	08/21/2024 06:29PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	08/09/2024 04:52PM	Approved
NIFA Approval	Christopher Nolan	08/13/2024 05:28PM	Approved
Final Approval	Christopher Nolan	08/13/2024 05:28PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	08/27/2024 02:26PM	Approved
DCE Compliance Approval	Robert Cleary	08/27/2024 02:26PM	Approved
Vertical DCE Approval	Arthur Walsh	08/29/2024 03:22PM	Approved
Final Approval	Arthur Walsh	08/29/2024 03:22PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	08/30/2024 01:04PM	Approved

<b>Legislature</b>			
Final Approval	Halle Gigante	09/12/2024 11:24AM	Approved
<b>Comptroller</b>			
Claims Approval	Joseph Marcinek	10/10/2024 01:42PM	Approved
Legal Approval	Charlie Casolaro	10/10/2024 01:46PM	Approved
Accounting / NIFS Approval	Davidraja Krishnan	10/10/2024 02:46PM	Approved
Deputy Approval	Jeffrey Schoen	10/11/2024 02:25PM	Approved
Final Approval	Jeffrey Schoen	10/11/2024 02:25PM	Approved
<b>Legislative Affairs</b>			
Contract Sent for Certification	Eleftherios Sempepos	11/08/2024 04:17PM	Approved
<b>Clerk of Legislature Certification</b>			
Clerk of Legislature Certification	Helen Enayatian	11/12/2024 01:35PM	Approved

RULES RESOLUTION NO. – 2024

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with Louis K. McLean Associates Engineers & Surveyors, P.C., to provide the County with “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 amendment to the agreement with Louis K. McLean Associates Engineers & Surveyors, P.C.

## AMENDMENT No. 1

This AMENDMENT (this “Amendment No. 1”), made and entered as of February 13, 2024, 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) Louis K. McLean Associates Engineers & Surveyors, P.C. (the “Firm”) having its principal office at 437 South Country Road, Brookhaven, NY 11719.

WITNESSETH:

WHEREAS, pursuant to County contract number T62461-01D between the County and the Firm, executed on behalf of the County on February 14, 2022 (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 February 14, 2022 through February 14, 2023 with a one year extension that terminated February 13, 2024 (the “Original Term”);

WHEREAS, the County and the Firm desire to extend the contract for twenty-four (24) months from February 13, 2024.

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 twenty-four (24) months from February 13, 2024, so that the amended term commences on February 13, 2024 and ends twenty-four (24) months after this Amendment is executed by County. (Amended Term).

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 acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and  
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: Robert Steele  
Title: President & CEO  
Date: 6/21/24

NASSAU COUNTY

By:   
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: 11/8/24 **ARTHUR T. WALSH**  
**Chief Deputy County Executive**

PLEASE EXECUTE IN BLUE INK



BRUCE A. BLAKEMAN  
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.  
COMMISSIONER

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

January 14, 2023

Louis K. McLean Associates Engineers & Surveyors PC  
437 South Country Road  
Brookhaven, New York 11719

Att: Raymond DiBiase, P.E.

Re: Merrick Avenue Signal Expansion- Design Services, Extension of Time  
Contract No. CFPW21000022

Mr. DiBiase:

You are hereby authorized an extension of time for the completion of work for contract CFPW21000021. The new termination date is February 14, 2024. Due to the lapse of the contract, this letter will enable McLean to be retroactively paid for any work that was performed during the expired period.

If you should have any questions, please contact Mr. Michael Hagan, of Traffic Engineering at (516) 571-7019.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Kenneth G. Arnold".

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

KGA:JGP

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



**NIFS ID:CFPW2100022 Department: Public Works**

**Capital: X**

SERVICE: Merrick Ave Signal Expansion-T62461-01D-PIN 0761.44

Contract ID #:CFPW2100022 NIFS Entry Date: 09/02/2021 Term: from to

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

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

<b>Vendor Info:</b>	
Name: <b>Louis K McLean Associates Engineers &amp; Surveyors PC</b>	Vendor ID#: [REDACTED]
Address: 437 South Country Road Brookhaven, NY 11719	Contact Person: Raymond DiBiase
	Phone: (631) 286-8668

<b>Department:</b>
Contact Name: Jeff Lindgren
Address: NCDPW 1194 Prospect Avenue Westbury NY, 11590
Phone: (516) 571-6998

**Routing Slip**

<b>Department</b>	<b>NIFS Entry: X</b>	<b>02-SEP-21 -- LDIONISIO</b>
<b>Department</b>	<b>NIFS Approval: X</b>	<b>03-SEP-21 -- RD'ALLEVA</b>
<b>DPW</b>	<b>Capital Fund Approved: X</b>	<b>03-SEP-21 -- RDALLEVA</b>
<b>OMB</b>	<b>NIFA Approval: X</b>	<b>14-SEP-21 -- CNOLAN</b>
<b>OMB</b>	<b>NIFS Approval: X</b>	<b>03-SEP-21 -- NGUMIENIAK</b>
<b>County Atty.</b>	<b>Insurance Verification: X</b>	<b>08-SEP-21 -- AAMATO</b>
<b>County Atty.</b>	<b>Approval to Form:X</b>	<b>07-SEP-21 -- DGRIPPO</b>

<b>CPO</b>	<b>Approval: X</b>	<b>27-SEP-21 -- PARJUNE</b>
<b>DCEC</b>	<b>Approval: X</b>	<b>04-OCT-21 -- RCLEARY</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>05-OCT-21 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>21-OCT-21 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval: X</b>	<b>15-NOV-21 -- CALBERT</b>
<b>Comptroller</b>	<b>Deputy: X</b>	<b>22-DEC-21 -- JSCHOEN</b>
<b>NIFA</b>	<b>NIFA Approval: X</b>	<b>31-DEC-21 -- MWORSHAM</b>

## Contract Summary

<b>Purpose:</b> Contract for design services for the project known as Merrick Avenue Signal Expansion Project. (T62461-01D; PIN 0761.44). The design and construction will allow Nassau County to replace traffic signals and communications equipment to improve safety, maximize roadway capacity, and minimize delays along the arterials.
<b>Method of Procurement:</b> RFP was issued 8/24/20
<b>Procurement History:</b> RFP issued 8/24/20 - 8 proposals were received and evaluated and LKMA was selected
<b>Description of General Provisions:</b> LMKA shall develop plans, design specifications and construction estimates for the Merrick Avenue Signal Expansion Project. This work includes design of 23 traffic signals, 10 traffic cameras and 2 variable message signs at Merrick Avenue locations in East Meadow, Merrick and North Merrick.
<b>Impact on Funding / Price Analysis:</b> The maximum amount of this agreement is \$629,179.64 for a term of 12 months. Capital Project T62461-01D;PIN 0761.44. Current MWBE utilization rate is 22.2%.
<b>Change in Contract from Prior Procurement:</b> Not Applicable.
<b>Recommendation:</b> (approve as submitted) Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/ OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		1	PWCAPCAP/ 62461/144/00002	\$629,179.64
Control:	62	Contract:				\$0.00
Resp:	461	County	\$0.00			\$0.00
Object:	00002	Federal	\$503,343.71			\$0.00
Transaction	CF	State	\$0.00			\$0.00
Project #:	62461	Capital	\$125,835.93			\$0.00
Detail:	144	Other	\$0.00			\$0.00
		<b>TOTAL</b>	<b>\$629,179.64</b>		<b>TOTAL</b>	<b>\$629,179.64</b>
<b>RENEWAL</b>						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

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

WHEREAS, the County has negotiated a personal services agreement with Louis K. McLean Associates Engineers and Surveyors, P.C. in connection with design services for the Merrick Avenue Signal Expansion Project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with Louis K. McLean Associates Engineers and 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 this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Louis K McLean Associates Engineers & Surveyors, P.C., a consultant firm having its principal office at 437 South Country Road, Brookhaven, NY 11719 (the "Firm" or the "Contractor").

### WITNESSETH:

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

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

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

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

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

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement, for Merrick Avenue Signal Expansion shall consist of those specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

(c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to Two Point Four (2.4) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, ~~exclusive~~ of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times Two Point Four (2.4), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy-five dollars (\$175.00) per hour.

(d) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the

Department in writing, and are subject to compliance with the County's bill paying procedures:

- (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.
- (2) Testing Laboratory Services, controlled inspections, and the like.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports, and other documents furnished to, or on behalf of the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.
- (6) Direct costs incurred in the relocation of the Firm's temporary field offices.
- (7) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as 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 Contingency that may be so authorized, shall not exceed **Six Hundred Twenty-Nine Thousand One Hundred Seventy-Nine Dollars, Sixty-Four Cents** (\$629,179.64).

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

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

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

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

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

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 Firm 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 Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm 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 Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm 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 Firm 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 Firm 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 Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm 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 Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

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

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

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

7. Compliance with Law.

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

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

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

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

(e) 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.

(f) 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.

(g) 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.

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

(c) The Firm shall, and shall cause Firm's Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm's Agent 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 Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

12. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty three dollars (\$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 Firm upon signing this Agreement.

22. Joint Venture.

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

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

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


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

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

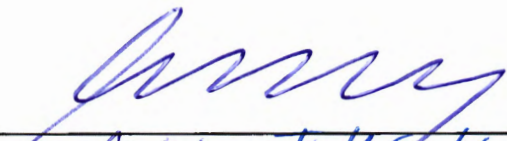
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IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

Louis K McLean Associates Engineers & Surveyors, PC

By:   
Name: RAYMOND DIBIASE, PE  
Title: PRESIDENT/CEO  
Date: AUGUST 24, 2021

NASSAU COUNTY

By:   
Name: ARON T. WAGNER  
Title: County Executive  
Date: 2-19-22  
**Chief Deputy County Executive**

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

*Suffolk*

On the 24 day of August in the year 2021 before me personally came Raymond G Di Beane to me personally known who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk that he or she is the CEO of James K McLean Associates Engineers & Surveyors PC, 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.

*[Signature]*  
NOTARY PUBLIC

Anna P. White  
Notary Public, State of New York  
No. 01WH5072750  
Qualified in Suffolk County  
Commission Expires Feb. 10, 2023

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 14<sup>th</sup> day of February in the year 2022 before me personally came Arthur T. Walsh 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 a Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

*[Signature]*  
NOTARY PUBLIC

CHRISTOPHER GEORGE LEIMONE  
Notary Public, State of New York  
Reg. No. 02LE6391936  
Qualified in Nassau County  
Commission Expires May 20, 2023

## EXHIBIT "A"

### DETAILED SCOPE OF SERVICES

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. The Program Goals and Objectives stated here shall serve only as examples. The Vendor is encouraged to demonstrate any and all municipal services and work it is able to provide or has provided to governmental or non-profit entities.

#### Overview

1. Under Contract with Nassau County the successful Firm shall develop a technical report, plans, specifications, and estimates for the construction for this project.
2. This work shall include the design of 23 traffic signals, 10 traffic cameras and 2 VMS at the following locations:

#### Traffic Signals

	Artery		Cross Street	Hamlet	Signal #
1	Merrick Avenue	@	The Bristol	East Meadow	11397
2	Merrick Avenue	@	Glenn Curtiss Blvd	East Meadow	11318
3	Merrick Avenue	@	Warren Street	East Meadow	1635
4	Merrick Avenue	@	Kalda Lane	East Meadow	1309
5	Merrick Avenue	@	Bellmore Avenue	East Meadow	1250
6	Merrick Avenue	@	Prospect Avenue	East Meadow	1249
7	Merrick Avenue	@	North Jerusalem Road	East Meadow	1165
8	Merrick Avenue	@	Midian Street	North Merrick	11544
9	Merrick Avenue	@	Meadowbrook Road	North Merrick	1369
10	Merrick Avenue	@	Old Mill Road	North Merrick	1288
11	Merrick Avenue	@	Henry Road	North Merrick	1407
12	Merrick Avenue	@	Lee Avenue	North Merrick	11434
13	Merrick Avenue	@	Camp Avenue	North Merrick	1031
14	Merrick Avenue	@	Webster Street	Merrick	1567
15	Merrick Avenue	@	Horatio Ave / Elliot Pl	Merrick	1247
16	Merrick Avenue	@	Merrick Ave School	Merrick	11410
17	Merrick Avenue	@	Loines Avenue	Merrick	1235
18	Merrick Avenue	@	Smith Street	Merrick	1030
19	Merrick Avenue	@	Benson Lane	Merrick	1234
20	Merrick Avenue	@	Kirkwood Avenue	Merrick	71285
21	Jerusalem Ave	@	Little Whale Neck Rd	North Merrick	1508
22	Jerusalem Ave	@	Merrick Avenue	North Merrick	1094
23	Jerusalem Ave	@	Meadowbrook Road	North Merrick	1173

**Traffic Cameras**

	Artery		Cross Street	Hamlet
1	Merrick Avenue	@	Glenn Curtiss Blvd	East Meadow
2	Merrick Avenue	@	Bellmore Avenue	East Meadow
3	Merrick Avenue	@	Prospect Avenue	East Meadow
4	Merrick Avenue	@	North Jerusalem Road	East Meadow
5	Merrick Avenue	@	Old Mill Road	North Merrick
6	Merrick Avenue	@	Camp Avenue	North Merrick
7	Merrick Avenue	@	Benson Lane	Merrick
8	Jerusalem Ave	@	Little Whale Neck Road	North Merrick
9	Jerusalem Ave	@	Merrick Avenue	North Merrick
10	Jerusalem Ave	@	Meadowbrook Road	North Merrick

**VMS**

	Artery		On approach to	Hamlet	For
1	Merrick Avenue	@	S/O Southern State Parkway	North Merrick	Northbound
2	Merrick Avenue	@	N/O Southern State Parkway	North Merrick	Southbound

3. The selected firm will provide contract documents in accordance with New York State Department of Transportation (NYSDOT) and the Procedures for Locally Federal Aid Projects Manual. Special coordination will be required in order to insure NYSDOT approval of the Advanced Detail Plans (ADP) and Plans, Specifications and Estimate (PS&E). All project work is intended to occur within public Right-of-Way (ROW).
4. The selected Firm shall be excluded from consideration for the construction related request for proposals that will succeed the final design.

**Data Collection and Survey**

1. The Firm will be required to survey, evaluate, and summarize existing traffic signal equipment for twenty-three (23) signals listed in Section C.2. This summary should include left turn signals, vehicle head size, location and layout, emergency vehicle and /or railroad pre-emption, controller type, crosswalks, vehicle detection type, mast arm and strain pole heights, and condition of equipment.
2. The firm will be required to evaluate proposed signal work with the Nassau County Project Manager and forward their recommendations to the County for review.
3. The selected firm will be required to survey, evaluate and prepare a written report of the proposed VMS and camera locations listed in Section C.2. The selected firm shall develop a table and map indicating locations where adequate right-of-way exists to allow for the installation of a sign structure foundation and pole without disruption of existing underground utilities. The selected firm must ensure that adequate pedestrian facilities will be retained following installation, that there will be minimum overhead utility disruption, and ensure that each VMS sign will be clearly visible from the motorist's vantage point.
4. Although two (2) proposed VMS and ten (10) camera locations have been identified, available right of way, viewing distance, underground utilities, and project budget may reduce the actual number of locations that will require a design plan. The County reserves the right to omit a

location and replace with a new location. The selected firm may propose alternate locations to the project manager for review.

5. The selected firm will be required to evaluate the proposed locations in consultation with the Nassau County Project Manager and forward their recommendations to the County Project Manager.
6. Each location where work is necessary, mapping at a scale of 1" = 20' shall be obtained or created. 1:20 plans shall be prepared for each intersection where work will be performed.
7. The Firm shall perform archival search for property lines and right-of-way based on information available on tax maps and deeds. The Firm shall solicit underground and overhead information from involved utility companies.
8. Interconnect mapping shall be developed at a scale of 1" = 40' on an as-needed basis or as ordered by the project manager. 1:40 interconnect plans shall be developed only for locations where interconnect cable or conduit is being replaced or repaired as the result of storm damages.
9. Field edit plans. Identify features that may impact proposed work. This includes but is not limited to poles, hydrants, signs, fencing, manholes, storm water catch basins, and trees. The field survey should insure that no underground or overhead utilities are affected by the proposed installation.
10. Although not every signal may require a full rebuild, signals that are being modified will also require plan sheets.
11. The selected Firm shall conduct an evaluation of the pedestrian ramps within the area where work is being conducted. The evaluation shall follow PROWAG and Nassau County guidelines.

### Mapping

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

### Data Development

1. Develop data tables to categorize existing traffic signal locations including the Nassau County numerical designations for each location.
2. Develop data table to categorize proposed wi-fi reader collection locations.
3. Develop data table to categorize incident management camera locations and proposed new camera locations.
4. Develop a table of utility pole attachment locations.
5. Develop a table to categorize Curb Ramps based upon location, type, and size.

### Technical Design Report (TDR)

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

in draft form for review by the County. The firm shall meet with the County to discuss review comments and then revise and resubmit in final form (5 copies).

### **Specifications**

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

### **County-Supplied Data**

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

### **Evaluation of Pedestrian Ramps**

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

### **Pedestrian Signals**

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

### **Final Design (ADP)**

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

### **Final Plans (PS&E)**

1. Modify the 1" = 20' advanced detail plans and estimate of quantity sheets in accordance with the County review for each project.
2. Prepare and submit one (1) completed copy of the complete PS&E package and contract documents with Nassau County Boilerplate for each project.

3. Prepare and submit final plans on paper, including the specifications and estimate of quantities for each project.
4. Estimate of quantities shall be listed in excel spreadsheet format, broken down by intersection, as well as one (1) master quantities sheet totaling item quantities for the entire project.
5. Submit eight (8) half-scale copies of the plans on paper and AutoCAD electronic files following final County approval, including the specifications and estimate of quantities for each project.
6. Final plans shall be stamped and signed by a New York State Professional Engineer.

### **Meetings**

1. Attend review meetings with the County and appointed consultants on the average of once per month in order to review job progress, resolve design issues and address and resolve other questions. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
2. Attend all meetings with the County and representatives of DOT and/or Public in relation to these projects. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
3. In addition, the Firm will be required to attend field meetings to discuss proposed equipment locations with the County project manager as well as any required meetings with public utility companies, FHWA, and DOT.

### **General Requirements**

1. **PS&E submission shall have a deadline of July 1, 2022.**
2. A project schedule must be submitted to the County Project Manager at the start of design and shall be updated monthly by the Firm.
3. The Firm will be expected to enter into a user agreement with Nassau County GIS Department in order to utilize Nassau County GIS Mapping as a base map reference.
4. The construction phase of this project is a Federal Aid project and requires that certain documents be prepared and submitted to the NYSDOT in order to advance the project to the construction phase. The Firm will be responsible for completing some Federal Aid documents in accordance with the Local Procedures Manual.
5. The Firm will be responsible to coordinate and attend any make-ready walk-thru meetings with the appropriate utility companies.

### **Design Engineering Support During Construction**

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

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

7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Per request of Nassau County, assist the County and Prime Construction Contractors in interpreting the construction contract documents.
9. Per request of Nassau County, review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
10. Arrange for the project manager and support staff to attend six (6) update and project meetings.
11. Per request of Nassau County, provide consultation on special construction problems by specialists in specific fields of work.
12. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

### **Project(s) Start-Up Services**

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

#### 1. Scheduling

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

#### 2. Start-Up Assistance

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

#### 3. Strategic Start-Up Plan

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

#### 4. Troubleshooting and Debugging

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

#### 5. Optimization

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

## Cost Estimation

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

## Assumptions

1. All drawings will be submitted to the County using .DWG AutoCAD format.
2. Design of roadway improvements, as in road widening or radii improvements, will not be required.
3. Due to the nature of the proposed improvements, it is assumed that it is not necessary to tie the survey into the U.S. Geological Survey or State Plane Coordinate System.
4. Collection of traffic count data will not be necessary.
5. The County will provide as-built signal and highway plans where available.
6. The Firm will be responsible for recording meeting minutes at each meeting. These minutes shall be submitted to the County for review within one (1) week of the meeting. Following the County Project Manager's review, a copy of the final meeting minutes shall be submitted to the County.
7. The proposed project schedule requires completion of design work within 12 months of Notice to Proceed.
8. Soil borings will not be needed.
9. Environmental underground assessments (i.e. check for underground pollutant leakage) will not be needed.
10. It is assumed that the following available data will be provided by Nassau County:
  - i. Arterial strip mapping and utility information (where available).
  - ii. Fiber communications system plans.
  - iii. Traffic signal and electrical intersection plans for signals impacted by this project.
  - iv. Nassau County plans will be supplied in electronic format if available.
11. The installation of vehicle speed sensor equipment will be included as part of this project at key locations throughout the length of the project corridor.
12. Fiber Optic or Copper Interconnect Plans will be required as needed where interconnect work is being conducted.
13. In order to expedite the review of ADP plans, the engineering firm shall submit plans in groups of approximately fifteen (15) at a time.
14. The Engineering Firm shall prepare all project front sheets including, but not limited to: Index, Legend, Key Map, Notes Pages, Detail Sheets, Maintenance and Protection of Traffic Details, Sensor Location Details, Tables, Communication Diagrams, System Block Diagrams, Fiber Optic Allocation Tables, Fiber Optic Splice Plans, Camera details, Wi-Fi reader details, and any other pages requested by the County.
15. The Firm shall attend all Project coordination meetings and prepare, coordinate, and attend public meeting related events, both within and external to the County.
16. The Firm shall submit written responses to all County review comments.
17. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.
18. Review all questions during the contract bidding and prepare all addenda as required.

### **Federal and/or NY State Requirements**

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

### **Diversity Requirements**

1. Nassau County is committed to awarding a contract to firms that will provide high quality services and that are dedicated to diversity and to containing costs. Nassau County strongly encourages Firms that are certified by New York State, and other city or state, or the federal government, as DBE and M/WBE firms, as well as Firms that are not yet certified but have applied to certification, to submit resources to this RFP. All New York State-certified DBE or M/WBE firms submitting proposals to this RFP should be registered as such with the New York State Department of Economic Development. For DBE or M/WBE firms that are not certified but have applied for certification, Respondents must provide evidence of filing including filing date.

## Exhibit B Payment Schedule

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

- A. The Firm shall be paid on the basis of **2.40** times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals, while engaging in a technical capacity in the project, on the same basis as technical personnel. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175.00) per hour**.
- B. With regard to any task for which payment is calculated 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. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention hereby 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
- C. The firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on this project, they must submit such employees' names, their titles and proposed salaries, and receive prior written approval from the Commissioner.
- D. Claims for services performed shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.
- E. Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.
- H. Extra Services or Additional Costs. If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein and calculated in accordance with either paragraph A above. Such extra services are to be provided only after written authorization by the Department.

## 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 by such title 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, including the 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) Reward 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.

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 Best Efforts 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 the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

**APPENDIX "L"**

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

RAYMOND DIBIASE, PE (Name)

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

631-286-8668 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

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

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

AUGUST 24, 2021

Dated



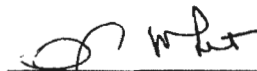
Signature of Chief Executive Officer

RAYMOND DIBIASE, PE

Name of Chief Executive Officer

Sworn to before me this

24 day of August, 2021.

  
\_\_\_\_\_  
Notary Public

Anna P. White  
Notary Public, State of New York  
No. 01WH5072750  
Qualified in Suffolk County  
Commission Expires Feb. 10, 2023