

E-38-18  
Amendment

Amendment in Nature of Substitution

Clerk Item: E-38-18

Correcting title of project *page 16 of contract of services*

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E-38-18

**NIFS ID: CQPW18000001 Department: Public Works**

**Capital:**

SERVICE: Bay Park & V of E Rockaway Drainage Improve-S82017-02D

Contract ID #: CQPW18000001 NIFS Entry Date: 18-JAN-18 Term: from to

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

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

<b>Vendor Info:</b>	
Name: Nelson & Pope Engineers & Surveyors	Vendor ID#: 11-3551992
Address: 572 Walt Whitman Road, Melville, NY 11747	Contact Person: Russell Scott
	Phone: 631-427-5665

<b>Department:</b>
Contact Name: Sean Sallie
Address: 1194 Prospect Avenue Westbury, NY 11590
Phone: 516-571-9342

## Routing Slip

Department	NIFS Entry: X	19-JAN-18 -- LDIONISIO
Department	NIFS Approval: X	19-JAN-18 -- KARNOLD
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	20-FEB-18 -- APERSICH
OMB	NIFS Approval: X	06-FEB-18 -- MVOCATURA
County Atty.	Insurance Verification: X	19-JAN-18 -- AAMATO
County Atty.	Approval to Form: X	19-JAN-18 -- NSARANDIS
Dep. CE	Approval: X	20-MAR-18 -- BSCHNEIDER

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>20-FEB-18 -- MREYNOLDS</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<p><b>Purpose:</b> The Firm shall provide Engineering Services to advance existing 30% design plans to final 100% completion in the form of design plans, specifications, cost estimate, and bidding documentation for various check valve and stormwater treatment devices and drainage improvements to Lawson Avenue in Bay Park and the Village of East Rockaway, New York. This project is part of the NYS Governor's Office of Storm Recovery Community Reconstruction Program.</p>
<p><b>Method of Procurement:</b> Request for Proposal (RFP)</p>
<p><b>Procurement History:</b> The Contract was negotiated after a written request for proposals (RFP) was issued on June 26, 2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, NYS Contract Reporter and by publication on the County procurement website. A non-mandatory pre-proposal conference and networking session was hosted by the County on June 29, 2017. Addendum #1 to the RFP was issued on June 28, 2017 and Addendum 2 was issued on July 5, 2017. On July 26, 2017, proposals from three (3) entities were received. Firms that submitted proposals include: LiRo Engineers, Inc. (LiRo), L.K. McLean Associates, P.C. (LKMA), and Nelson &amp; Pope Engineers &amp; Surveyors (N&amp;P). The evaluation committee consisted of, Kenneth Arnold P.E., Sean Sallie, AICP, Planning Division Supervisor, and William Bottenhofer, P.E., Civil Engineer III. The Committee was provided hard copies of the technical proposals and score sheet template on August 14, 2017. A meeting was held on August 28, 2017 to discuss and rank the technical proposals. As a result of the final scoring and ranking, N&amp;P received the highest technical score.</p>
<p><b>Description of General Provisions:</b> The project is intended to advance the design of roadway drainage infrastructure on Lawson Avenue (and adjacent streets) and various tidal backflow prevention structures on existing stormwater outfalls in the Village of East Rockaway and the Hamlet of Bay Park. Existing 30% design plans will be advanced to final 100% completion in the form of design plans, specifications, cost estimate, and bidding documentation.</p>
<p><b>Impact on Funding / Price Analysis:</b> This contract is wholly funded through a NYS GOSR CDBG-DR grant. The proposed term of the Agreement is twelve (12) months. The Department of Public Works shall have the right to extend this Agreement for a period of up to six (6) months. The contract fee shall not exceed \$263,368.00.</p>
<p><b>Change in Contract from Prior Procurement:</b> N/A</p>
<p><b>Recommendation: (approve as submitted)</b> Approve as submitted.</p>

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		1	PWGRTDRX5FED/	\$ 263,368.00
Control:	PWGRT	Contract:			DE500	
Resp:	DRX5	County	\$ 0.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 263,368.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00

RENEWAL		TOTAL	\$ 263,368.00			\$ 0.00
% Increase					TOTAL	\$ 263,368.00
% Decrease						





Nassau County Interim Finance Authority

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

1. **Vendor:** Nelson & Pope Engineers & Surveyors

2. **Dollar amount requiring NIFA approval:** \$263368

**Amount to be encumbered:** \$263368

This is a New

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

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

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

3. **Contract Term:** 12 months

Has work or services on this contract commenced? N \_\_\_\_\_

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

Y

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

The Firm shall provide Engineering Services to advance existing 30% design plans to final 100% completion in the form of design plans, specifications, cost estimate, and bidding documentation for various check valve and stormwater treatment devices and drainage improvements to Lawson Avenue in Bay Park and the Village of East Rockaway, New York. This project is part of the NYS Governor's Office of Storm Recovery Community Reconstruction Program.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

APERSICH

20-FEB-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA: \_

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND NELSON & POPE ENGINEERS AND SURVEYORS

WHEREAS, the County has negotiated a personal services agreement with Nelson & Pope Engineers and Surveyors for Engineering and related services in connection with the Complete Streets and Drainage Improvements in connection with roadways in Bay Park and the Village of East Rockaway, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Nelson & Pope Engineers and Surveyors.



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

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

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

CONTRACTOR NAME: Nelson & Pope Engineers & Surveyors

CONTRACTOR ADDRESS: 572 Walt Whitman Road, Melville, NY 11747

FEDERAL TAX ID #: 113551992

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

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

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

The Contract was negotiated after a written request for proposals (RFP) was issued on June 26, 2017. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, NYS Contract Reporter and by publication on the County procurement website. A non-mandatory pre-proposal conference and networking session was hosted by the County on June 29, 2017. Addendum #1 to the RFP was issued on June 28, 2017 and Addendum 2 was issued on July 5, 2017. On July 26, 2017, proposals from three (3) entities were received. Firms that submitted proposals include: LiRo Engineers, Inc. (LiRo), L.K. McLean Associates, P.C. (LKMA), and Nelson & Pope Engineers & Surveyors (N&P). The evaluation committee consisted of, Kenneth Arnold P.E., Sean Sallie, AICP, Planning Division Supervisor, and William Bottenhofer, P.E., Civil Engineer III. The Committee was provided hard copies of the technical proposals and score sheet template on August 14, 2017. A meeting was held on August 28, 2017 to discuss and rank the technical proposals. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

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

## Exhibit A





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? If yes, to what campaign committee?

N&P's Accounting Department has reviewed the financial records of Nelson & Pope, as well as our affiliate companies. Based on this review, political contributions were made to: Maureen O'Connell for County Clerk, Citizens for MacKenzie, Citizens for Nicoletto, Friends of James Kennedy and Friends of Laura Schaefer between April 1, 2016 and the date of this disclosure.

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

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

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

Vendor: N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope  
Engineers & Surveyors)

Dated: 12/5/2017

Signed:

Print Name: Robert G. Nelson, Jr., PE

Title: Partner

## **Exhibit B**



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

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NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

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NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

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NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

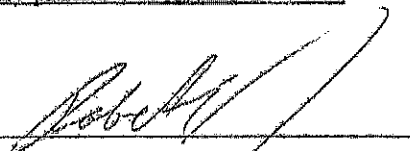
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: 12/11/2017

Signed:



Print Name:

Robert G. Nelson, Jr, PE

Title:

Partner

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

**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 Robert G. Nelson, Jr., PE  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 572 Walt Whitman Road  
City/state/zip Melville, NY 11747  
Telephone (631) 427-5665  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
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 06 / 27 / 89  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. Partner of Firm.
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 not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_;  
If Yes, provide details. Please see attached.

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. Affiliates of N&P have been awarded governmental contracts.

**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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - 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 details for each such conviction.



- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. 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 X If Yes, provide details for each such investigation.
10. 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 X If Yes; provide details for each such investigation.
11. 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 X If Yes; provide details for each such instance.
12. 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 X If Yes, provide details for each such year.

**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.

I, Robert G. Nelson, Jr., PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28 day of November 2017

Cori C. Collins

Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Robert G. Nelson, Jr., PE

Print name

[Signature]  
Signature

Partner

Title

11 / 28 / 2017  
Date

**Robert Nelson, Jr., PE  
Principal Questionnaire Form**

**Attachment to Questionnaire Form  
(Question 5 & 6)**

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**Nelson & Pope et al.  
Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-9551992)	Nelson Pope & Voorhis, LLC (11-3153192)	N&P Construction Layout (11-3137008)	572 Walk William Road Associates, LLC (11-3332281)	Vorcel Management (42-1564613)	N&P Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0969861)	East Coast Geoservices LLC (28-3667136)	N & P Engineering LLC (31-0721474)	Hawkins Webb, LLC (31-5261639)	Hals-Nelson & Pope JV (27-4404689)	N&P-GdD (40-0684678)
Epifania, Joseph	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1879%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1878%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	19.9333%	-	-	-	19.4860%	-	-	-
Peterson, Gregory	12.5944%	-	12.5944%	10.2955%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Voorhis, Charles	-	13.6984%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Eisenhart, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Cande	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Tanner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Franson, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
Hals Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

<i>Description of Services</i>	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walk William Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vorcel Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
N&P Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
Hals/Max Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
Hals-Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-GdD	Provides Topographic Surveying Services to New York City Department of Design and Construction

## 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 Eric J. McFerran, PE  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 572 Walt Whitman Road  
City/state/zip Melville, NY 11747  
Telephone (631) 427-5665  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
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 01/01/04  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. Partner of Firm.
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 not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_;  
If Yes, provide details. Please see attached.

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. Affiliates of N&P have been awarded governmental contracts.

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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - 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 details for each such conviction.

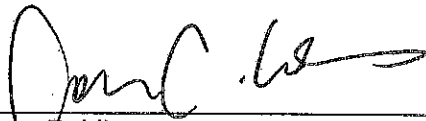
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. 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 X If Yes, provide details for each such investigation.
10. 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 X If Yes; provide details for each such investigation.
11. 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 X If Yes; provide details for each such instance.
12. 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 X If Yes, provide details for each such year.

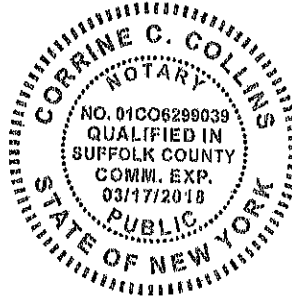
**CERTIFICATION**

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.

I, Eric J. McFerran, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27 day of Nov 2017

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



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Eric J. McFerran, PE

Print name

  
\_\_\_\_\_  
Signature

Partner

Title

11 / 27 / 17  
Date



**Eric J. McFerran, PE**  
**Principal Questionnaire Form**

**Attachment to Questionnaire Form**  
**(Question 5 & 6)**

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**Nelson & Pope et al.**  
Partners Ownership Percentages - 01/01/2017

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3551592)	Nelson Pope & Voorhis, LLC (11-3353292)	N&P Construction Layout (11-3437000)	572 Walt Whitman Road Associates, LLC (11-3332281)	Vornel Management (42-1504513)	N&P Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0465961)	East Coast Geoservices LLC (26-3957238)	N & P Engineering LLC (31-0721476)	Hawkins Webb, LLC (31-3261530)	Hals-Nelson & Pope JV (27-4404689)	N&P-G&B (46-0604679)
Epifania, Joseph	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1978%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9933%	-	-	-	19.4860%	-	-	-
Petermann, Gregory	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Voorhis, Charles	-	13.9584%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Biseman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Franson, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	25.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	50.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
H&K Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

Description of Services	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vornel Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
N&P Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
H&K-Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-G&B	Provides Topographic Surveying Services to New York City Department of Design and Construction

## 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 Gregory Peterman, PLS  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 572 Walt Whitman Road  
City/state/zip Melville, NY 11747  
Telephone (631) 427-5865  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
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 01 / 01 / 03  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. Partner of Firm.
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 not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_;  
If Yes, provide details. Please see attached.

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. Affiliates of N&P have been awarded governmental contracts.

**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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - 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 details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. 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 X If Yes, provide details for each such investigation.
10. 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 X If Yes; provide details for each such investigation.
11. 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 X If Yes; provide details for each such instance.
12. 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 X If Yes, provide details for each such year.

**CERTIFICATION**

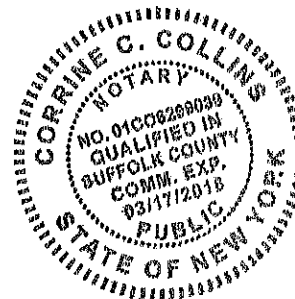
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gregory Peterman, PLS, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28 day of November 2017

Gregory Peterman, PLS

Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Gregory Peterman, LS

Print name

*Gregory Peterman*

Signature

Partner

Title

11 / 28 / 17  
Date

**Gregory Peterman, LS**  
**Principal Questionnaire Form**

**Attachment to Questionnaire Form**  
**(Question 5 & 6)**

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**Nelson & Pope et al.  
Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3551992)	Nelson Pope & Voorthuis, LLC (11-3552192)	NRP Construction Layout (11-4527608)	572 Walk Whitman Road Associates, LLC (11-3332281)	Vernal Management (12-1584513)	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (10-0466961)	East Coast Geoservices LLC (16-2867230)	N & P Engineering LLC (01-0721470)	Hawkins Webb, LLC (01-3251813)	Hicks-Nelson & Pope JV (27-4404668)	NRP-Q&B (46-0606678)
Bjorklund, Joseph	15.0317%	-	15.0317%	15.8665%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8665%	-	-	-	17.1978%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4660%	-	-	-
Polcman, Gregory	12.9954%	-	12.9954%	10.2865%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4660%	-	-	-
Olson, Thomas	13.2461%	-	13.2461%	10.9892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	6.4917%	-	-	-	11.4773%	-	-	-
Voorthuis, Charles	-	13.9904%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Elsmann, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Canje	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Franson, Bernice (Marie)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Grans, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorthuis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
Hicks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

	Description of Services
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorthuis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorthuis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
NRP Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walk Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vernal Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
HWJ Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorthuis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorthuis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
Hicks-Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
NRP-Q&B	Provides Topographic Surveying Services to New York City Department of Design and Construction



## 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 Joseph Epifania, PE  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 572 Walt Whitman Road  
City/state/zip Melville, NY 11747  
Telephone (631) 427-5665  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
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 07 / 01 / 94  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. Partner of Firm.
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 not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_;  
If Yes, provide details. Please see attached.

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. Affiliates of N&P have been awarded governmental contracts.

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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - 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 details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. 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 X If Yes, provide details for each such investigation.
10. 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 X If Yes; provide details for each such investigation.
11. 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 X If Yes; provide details for each such instance.
12. 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 X If Yes, provide details for each such year.

**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.

I, Joseph Epifania, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 21 day of Nov 2017

Corrine C. Collins

Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Joseph Epifania, PE

Print name

Joseph Epifania  
Signature

Partner

Title

11 / 21 / 17  
Date

**Joseph Epifania, PE  
Principal Questionnaire Form**

**Attachment to Questionnaire Form  
(Question 5 & 6)**

**Nelson & Pope et al.  
Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3881992)	Nelson Pope & Voorhis, LLC (11-3353292)	N&P Construction Layout (11-3237908)	572 Walt Whitman Road Associates, LLC (11-3332281)	Vornd Management (42-1564513)	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0460061)	East Coast Geoservices LLC (28-3887238)	N & P Engineering LLC (81-0721476)	Hawkins Webb, LLC (81-3261530)	Hoke-Nelson & Pope JV (27-4104689)	N&P-GdB (16-0801678)
Epifanio, Joseph	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1978%	-	-	-
Lenbo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory	12.8994%	-	12.8994%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8692%	-	-	-	15.1561%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Voorhis, Charles	-	13.9504%	-	10.2351%	-	-	6.2500%	-	-	-	-
McDinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Bliseman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carlo	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Yurkey, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Pranson, Bonnie (Marie)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
Hoke Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Brady, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

<i>Description of Services</i>	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vornd Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
HWJ Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
Hoke-Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-GdB	Provides Topographic Surveying Services to New York City Department of Design and Construction

## **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 Russell Z. Scott, PE  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 572 Walt Whitman Road  
City/state/zip Melville, NY 11747  
Telephone (631) 427-5665  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
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 01 / 01 / 17  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. Partner of Firm.
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 not-for-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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
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? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - 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 X If Yes, provide details for each such conviction.



- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. 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 X If Yes, provide details for each such investigation.
10. 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 X If Yes; provide details for each such investigation.
11. 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 X If Yes; provide details for each such instance.
12. 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 X If Yes, provide details for each such year.

**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.

I, Russell Z. Scott, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28 day of Nov 2017

Corrine C. Collins  
Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Russell Z. Scott, PE

Print name

Russell Z. Scott

Signature

Partner

Title

11 / 28 / 2017  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Thomas C. Dixon, PE  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 572 Walt Whitman Road  
City/state/zip Melville, NY 11747  
Telephone (631) 427-5665  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
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 01 / 01 / 2007  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. Partner of Firm.
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 not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_;  
If Yes, provide details. Please see attached.

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. Affiliates of N&P have been awarded governmental contracts.

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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - 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 details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. 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 X If Yes, provide details for each such investigation.
10. 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 X If Yes; provide details for each such investigation.
11. 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 X If Yes; provide details for each such instance.
12. 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 X If Yes, provide details for each such year.

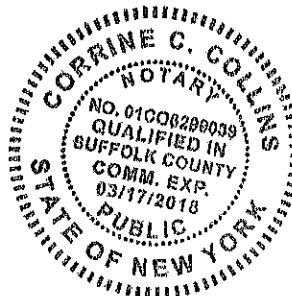
**CERTIFICATION**

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.

I, Thomas C. Dixon, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28 day of November 2017

Corrine C. Collins  
Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Thomas C. Dixon., PE

Print name

Thomas C. Dixon  
Signature

Partner

Title

11 / 28 / 17  
Date

**Thomas Dixon, PE  
Principal Questionnaire Form**

**Attachment to Questionnaire Form  
(Question 5 & 6)**

**Nelson & Pope et al.  
Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC (11-3551992)	Nelson Pope & Voorhis, LLC (11-3353292)	N&P Construction Layout (11-3127908)	672 Walt Whitman Road Associates, LLC (11-3332281)	Vonnel Management (12-1551513)	H&W Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0455981)	East Coast Geoservices LLC (20-0967238)	N & P Engineering LLC (01-4721476)	Hawkins Webb LLC (01-3261830)	H&W Nelson & Pope JV (27-4494589)	N&P-gdb (95-0604878)
Baffone, Joseph	15.0317%	-	15.0317%	15.0685%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.0685%	-	-	-	17.1978%	-	-	-
Lambo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4660%	-	-	-
Peteman, Gregory	12.9954%	-	12.9954%	10.2909%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4660%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	19.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	6.4517%	-	-	-	11.4773%	-	-	-
Voorhis, Charles	-	13.9904%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Biseman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Camie	-	9.6452%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Franson, Bonnie (Marie)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stacy, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
H&W Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

Description of Services	
N&P Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
672 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vonnel Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
H&W Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
H&W Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-gdb	Provides Topographic Surveying Services to New York City Department of Design and Construction



## 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 Thomas F. Lembo, PE  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 572 Walt Whitman Road  
City/state/zip Melville, NY 11747  
Telephone (631) 427-5665  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
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 01/01/02  
Vice President     /    /      
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. Partner of Firm.
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 not-for-profit organization other than the one submitting the questionnaire? YES X NO     ;  
If Yes, provide details. Please see attached.

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. Affiliates of N&P have been awarded governmental contracts.

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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
  - 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 details for each such instance.
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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - 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 details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. 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 X If Yes, provide details for each such investigation.
10. 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 X If Yes; provide details for each such investigation.
11. 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 X If Yes; provide details for each such instance.
12. 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 X If Yes, provide details for each such year.

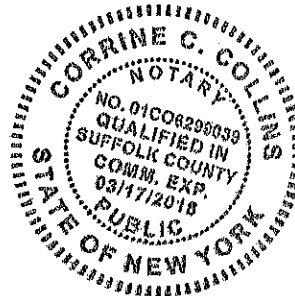
**CERTIFICATION**

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.

I, Thomas F. Lembo, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28 day of November 2017

[Signature]  
Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Thomas F. Lembo, PE

Print name

[Signature]  
Signature

Partner

Title

11 / 28 / 17  
Date

**Thomas Lembo, PE  
Principal Questionnaire Form**

**Attachment to Questionnaire Form  
(Question 5 & 6)**

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**Nelson & Pope et al.**  
**Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3651992)	Nelson Pope & Voorhis, LLC (11-3353292)	N&P Construction Layout (11-3257028)	572 Walt Whitman Road Associates, LLC (11-3332861)	Yornd Management (92-1564513)	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb & Jaeger (22-0466561)	East Coast Geoservices LLC (24-0987238)	N & P Engineering LLC (01-0721476)	Hawkins Webb, LLC (01-3251573)	Halsey Nelson & Pope JV (27-4004683)	N&P-GJB (46-0504678)
Epifanio, Joseph	15.0317%	-	15.0317%	18.8685%	-	-	-	17.1979%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1979%	-	-	-
Lanbo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Pateman, Gregory	12.8954%	-	12.8954%	10.2969%	-	-	-	-	-	-	-
McFarran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Voorhis, Charles	-	13.8964%	-	10.2381%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Candie	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Franson, Bonnie (Maria)	-	2.6000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	2.6000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	81.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
Halsey Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Bayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

Description of Services	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Yornd Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
HWJ Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Self Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
Halsey Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-GJB	Provides Topographic Surveying Services to New York City Department of Design and Construction

### 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: 12/5/2017

1) Proposer's Legal Name: N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope Engineers & Surveyors)

2) Address of Place of Business: 572 Walt Whitman Road, Melville, NY 11747

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone : (631) 427-5665

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 057732869

Please see attached,  
N&P shares

5) Federal I.D. Number: 113551992

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership X  
Corporation \_\_\_\_\_ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes X No \_\_\_\_\_ If Yes, please provide details: N&P shares office space, staff, or equipment expenses with the business shown on the attached.

8) Does this business control one or more other businesses? Yes X No \_\_\_\_\_ If Yes, please provide details: N&P controls one or more of the businesses shown on the attached.  
Please see percentages listed.

- 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, provide details. Please see attached
- 
- 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. \_\_\_\_\_
- 
- 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. \_\_\_\_\_
- 
- 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 charge. \_\_\_\_\_
- 
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- 
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒
-



If Yes, provide details for each such conviction \_\_\_\_\_  
\_\_\_\_\_

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 conviction. \_\_\_\_\_  
\_\_\_\_\_

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  
occurrence. \_\_\_\_\_  
\_\_\_\_\_

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 instance. \_\_\_\_\_  
\_\_\_\_\_

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. \_\_\_\_\_  
\_\_\_\_\_

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.

Rose Marie Walker, mother of Chief Deputy County Executive Rob Walker, is a Consultant to N&P providing assistance  
to the accounting department and marketing assistance to private and municipal clients, excluding the various County  
Department and County affiliated organizations.

(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.

Elizabeth Walker is the spouse of Chief Deputy County Executive Rob Walker. Mrs. Walker is an administrative assistant  
performing administrative functions.

(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 conflicts exist.

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.

Elizabeth Walker has no contact with any Nassau County elected officials or employees for the purpose of procuring and facilitating  
work and collection of fees on behalf of N&P or any of our affiliated companies other than those tasks typically associated with  
administrative functions, i.e. typing and copying.

Rose Marie Walker has no direct contact with any Nassau County Elected Officials or employees for the purpose of procurement of  
work and collection of fees on behalf of Nelson & Pope or any of its affiliate companies.

- 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm; Please see attached
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- 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.

- 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 Suffolk County Department of Public Works

Contact Person William Hillman, PE, Chief Engineer

Address 335 Yaphank Avenue

City/State Yaphank, NY

Telephone (631) 852-4010

Fax # (631) 852-4150

E-Mail Address william.hillman@suffolkcountyny.gov

Company Town of Oyster Bay Department of Public Works  
Contact Person Matthew Russo, PE  
Address Division of Engineering, 150 Miller Place  
City/State Syosset, NY  
Telephone (516) 677-5722  
Fax # \_\_\_\_\_  
E-Mail Address mrusso@oysterbay-ny.gov

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Company Town of Brookhaven Highway Department  
Contact Person Dan Losquadro, Superintendent  
Address 1140 Old Town Road  
City/State Coram, NY  
Telephone (631) 451-9200  
Fax # (631) 451-2584  
E-Mail Address dlosquadro@brookhaven.org


## 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.

I, Robert G. Nelson, Jr., PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5th day of December

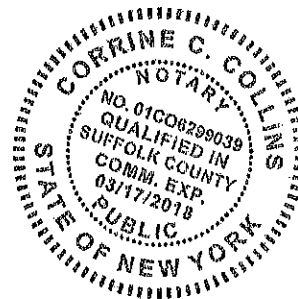
2017

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

Name of submitting business: N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope Engineers & Surveyors)

By: Robert G. Nelson, Jr., PE  
\_\_\_\_\_  
Print name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Partner  
\_\_\_\_\_  
Title

12 / 05 / 2017  
Date



**Nelson & Pope  
Business History**

**Attachment to Business History  
Form (Question 7, 8 & 9)**

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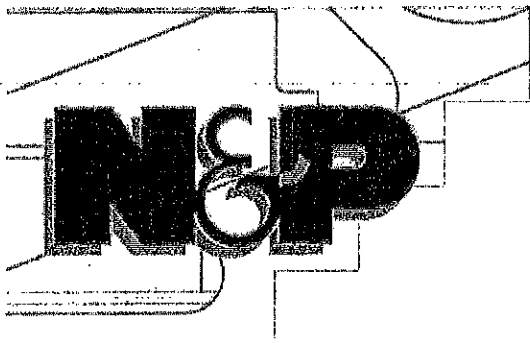
**N & P Engineers & Land Surveyor, PLLC  
d/b/a Nelson & Pope, Engineers & Surveyors  
Partners Information as of 01/01/2017**

	Ownership	Position	Profession	State	Lic #
<b>Epifania, Joseph</b> 46 Bethany Drive, Commack, NY 11725	15.0317%	Partner	Engineer	NY	58669
<b>Nelson, Robert, Jr.</b> 10 Topland Place, East Northport, NY 11731	15.0317%	Partner	Engineer	NY	57296
<b>Lembo, Thomas</b> 3 Cousins Street, Fort Salonga, NY 11768	17.0317%	Partner	Engineer	NY	74701
				FL	58849
<b>Peterman, Gregory</b> 4 Ormont Lane, Stony Brook, NY 11790	12.5954%	Partner	Surveyor	NY	50213
				CT	70061
<b>McFerran, Eric</b> 9 Hawkins Drive, Northport, NY 11768	17.0317%	Partner	Engineer	NY	76844
<b>Dixon, Thomas</b> 50 Oakland Street, East Patchogue, NY 11772	13.2461%	Partner	Engineer	NY	80973
				CT	24626
<b>Scott, Russell</b> 1001 4th Street, East Northport, NY 11731	10.0317%	Partner	Engineer	NY	87707
	100.0000%	-	-	-	-

**Nelson & Pope et al.  
Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3551992)	Nelson Pope & Voorthuis, LLC (11-3353292)	N&P Construction Layout (11-3237000)	572 Walt Whitman Road Associates, LLC (11-5332801)	Vorrel Management (12-1591513)	HWO Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0066951)	East Coast Geoservices LLC (20-3987239)	N & P Engineering LLC (01-0721476)	Hawkins Webb, LLC (01-3261530)	Hahn-Nelson & Pope JV (27-4404689)	N&P-G&D (45-0606678)
Epifanio, Joseph	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1378%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.8685%	-	-	-	17.1378%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4660%	-	-	-
Peterson, Gregory	12.5954%	-	12.5954%	10.2568%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	18.4600%	-	-	-
Dixon, Thomas	13.2451%	-	13.2451%	10.8692%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.5917%	-	-	-	11.4773%	-	-	-
Voorthuis, Charles	-	13.9564%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1277%	-	-	-	-	6.2500%	-	-	-	-
Biseman, Kathryn	-	9.1277%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carita	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Franson, Donnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stacy, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crano, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	60.00%
Nelson Pope & Voorthuis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
Held Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gaynon de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

Description of Services	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorthuis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorthuis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vorrel Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
HWO Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorthuis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorthuis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
Hahn-Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-G&D	Provides Topographic Surveying Services to New York City Department of Design and Construction



## NELSON & POPE

ENGINEERS & SURVEYORS

JOSEPH H. EPFANIA, P.E. • ROBERT G. NELSON JR., P.E. • THOMAS F. LEMBO, P.E. • ERIC J. MAFERRAN, P.E.  
THOMAS G. DIXON, P.E. • GREGORY D. PETERMAN, P.L.S. • RUSSELL Z. SCOTT, P.E.  
VICTOR BERT, P.E. • GARY B. BECKER, P.E.

572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188  
PHONE: 831.427.5365 • FAX: 831.427.5620 • NELSONPOPE.COM

### Business History Form Responses to A, B & C

- 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;  
**1954**
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;  
**See attached**
- iii) Name, address and position of all officers and directors of the company;  
**See attached**
- iv) State of incorporation (if applicable);  
**New York**
- v) The number of employees in the firm;  
**Over 80 technical staff**
- vi) Annual revenue of firm;  
**\$11,789,528 2015**
- vii) Summary of relevant accomplishments  
**See attached Relevant Project Experience**
- viii) Copies of all state and local licenses and permits.  
**Please see attached.**

- B. Indicate number of years in business.

**63 years**

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

**Please see attached**



Business History Form Response to A (ii) and (iii)

<b>N &amp; P Engineers &amp; Land Surveyor, PLLC</b> <b>d/b/a Nelson &amp; Pope, Engineers &amp; Surveyors</b> <b>Partners Information as of 01/01/2017</b>					
	Ownership	Position	Profession	State	Lic #
Epifania, Joseph	15.0317%	Partner	Engineer	NY	58669
Nelson, Robert, Jr.	15.0317%	Partner	Engineer	NY	57296
Lembo, Thomas	17.0317%	Partner	Engineer	NY	74701
				FL	58849
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				CT	70061
McFerran, Eric	17.0317%	Partner	Engineer	NY	76844
Dixon, Thomas	13.2461%	Partner	Engineer	NY	80973
				CT	24626
Scott, Russell	10.0317%	Partner	Engineer	NY	87707
	100.0000%	-	-	-	-

**Bay Park/Village of Rockaway  
Drainage Improvements – Final Design  
RFP No. PW-S82017-02D**

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### **SECTION III: EXPERIENCE/QUALIFICATIONS OF THE CONSULTANTS TEAM**

Nelson & Pope (N&P) is an established multi-disciplined civil engineering and surveying partnership located in Melville, Town of Huntington, Suffolk County, New York. Our Firm has been serving municipal and private clients in Nassau and Suffolk Counties since 1954. The firm provides a full range of services including: highway design; waterfront engineering; land surveying; construction inspection; site development; sanitary disposal and water supply design; traffic engineering; transportation planning; land use design and planning; and environmental engineering.

Through years of quality service to our clients, the firm has grown in both reputation and size. N&P now employs over 80 technical and support staff and includes experienced teams of dedicated professionals with diversified expertise. All the firm's principals, as well as many of the staff, are New York State licensed Professional Engineers and/or Land Surveyors. The management and staff have the diversified expertise and direct knowledge of the Long Island land development framework, environmental systems, governmental structure and infrastructure network. Many of the employees have advanced degrees in traffic and transportation engineering, civil engineering, MEP engineering, sanitary/environmental engineering and business management, as well as certification/certificates in construction technology, stormwater management and LEED®.

Professional services provided by N&P encompass the disciplines of:

- |                                  |                                     |
|----------------------------------|-------------------------------------|
| • Site Development Engineering   | • Water/Wastewater Engineering      |
| • Planning & Zoning              | • Permitting                        |
| • Traffic Engineering & Analysis | • Land Division Mapping             |
| • Highway Engineering            | • Acquisition Mapping               |
| • MEP Engineering                | • ROW and Boundary Surveys          |
| • Fuel/Alternative Fuel          | • Bidding & Contract Administration |
| • Waterfront Engineering         | • Construction Observation and      |
| • Environmental Engineering      | Management                          |
| • Green Infrastructure Design    |                                     |

N&P will be prime consultant for the team, responsible for coordinating with the Team member firms and interfacing with the County. N&P will be responsible for the analysis of the drainage system and development of the alternatives, the Hydrologic and Hydraulic study report, and will provide engineering for the design documents. Additionally, N&P will provide the necessary comprehensive professional engineering, analysis and planning services to complete the required analyses, evaluations and supporting documents and submittals for the project.

#### **Sub-Consultants**

**Nelson, Pope & Voorhis (NP&V)** is our environmental consulting and planning affiliate. They have significant experience in associated permitting, master and comprehensive plans, and stormwater, stream and ecological monitoring. NP&V

serves governmental and private sector clients in preparing creative solutions in the specialized area of complex environmental project management and land use planning and analysis. NP&V's



environmental specialists assist clients through the permitting process for the New York State Department of Environmental Conservation, the U.S. Army Corps of Engineers, and the New York State Department of State permits and prepares landscape and restoration plans and Stormwater Pollution Prevention Plans (SWPPPs). Their knowledge of local issues and resources provides the very best solutions and strategies for the local area. NP&V will provide environmental and permitting services.

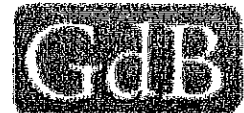
**Gedeon GRC Consulting (GRC)** is a full-service professional, **minority owned business enterprise (MBE)** certified firm, providing engineering services in the planning, design and construction management of infrastructure projects in both the public and private sectors. The firm combines in-depth knowledge of engineering and construction principles with skills and familiarity with site specific issues to deliver high quality design and construction services to their clients. GRC's range of services includes:

**GEDEON GRC CONSULTING**  
ENGINEERS • PLANNERS • CONSTRUCTION MANAGERS

- Grading/Drainage Design
- Stormwater Management/Soil Erosion Control/SWPPP/Sewers
- Utilities Relocation/Design
- Retaining Walls/Bulkheads
- Site/Civil Design
- Roadway/Streetscape Design
- Structural Engineering
- Sustainable/Green Infrastructure Design
- MPT
- Traffic Engineering/Feasibility Studies/Parking/Circulation Design
- Geometric Design
- Bridge Design/Inspection
- Disaster Recovery
- Agency Coordination
- Drone/UAV Services
- Permitting
- Program & Construction/Management/Inspection/Administration/Support

GRC will be providing design for the majority of the check valves.

**Gayron de Bruin Land Surveying & Engineering, PC (GdB)** was formed in 2010 by Christine Gayron, LS and Gregory J. de Bruin, LS, PE, with predecessor firms dating back to the 1960's. GdB is a certified **Woman and Disadvantaged Business Owned Enterprise (W/DBE)** of 29 professionals dedicated to surveying, mapping, and spatial data integration (GIS). They are innovative and thrive on the latest survey technologies such as LiDAR, survey grade GPS, electromagnetic induction for utility markouts, mobile field to finish processes, fully robotic total station surveys (one-man crews), and the latest in intelligent 3D CAD and GIS data. GdB will be providing topographic survey and mapping.



**Hirani Engineering & Land Surveying, P.C. (Hirani)** is a certified **Minority and Disadvantaged Owned Business Enterprise (M/DBE)** based in Jericho, New York that was formed in 1991. The company with a staff of 78 provides civil/structural engineering, environmental, land surveying, construction inspection/management, site safety and special inspection services. The firm's market sectors include transportation (highway, bridge, and rail infrastructure); building and facility projects inclusive of schools and colleges, medical care, housing, waste water treatment, commercial and site development; and municipal engineering. They place great emphasis on client communication, quality, meeting



**Bay Park/Village of Rockaway  
Drainage Improvements – Final Design  
RFP No. PW-S82017-02D**

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project deadlines, and innovative problem solving. Hirani will provide topographic survey for Lawson Avenue.

Although specific tasks have been assigned to team member firms, this team will work as a unit and there may be a need for overlap or to reassign responsibilities depending on firm workloads at the time the project is in progress in order to meet the projected schedule and deadlines.

### ***Project Experience***

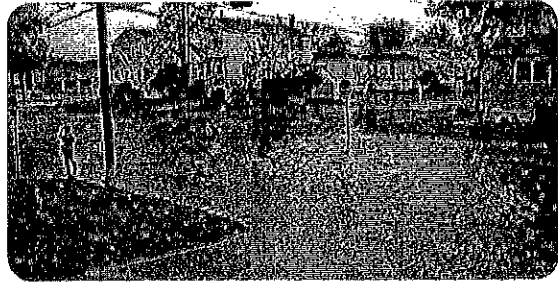
Based on the team's prior experience, The N&P team proposed is well-versed in projects of a similar size, scope and complexity and we have the qualifications necessary to provide the County with the services required in the scope of work. The following projects have been selected to demonstrate the team's experience and qualifications.

#### **Comprehensive Drainage Infrastructure Master Plan Bay Park/Village of East Rockaway - NYRCRP Governor's Office of Storm Recovery Projects (GOSR)**

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<b>Client:</b> Nassau County DPW, Commissioner's Office <b>Contact:</b> Sean Sallie, AICP, (516) 571-9342
--

Nelson and Pope developed a Hydrologic and Hydraulic (H&H) drainage improvement study and plan to gain an understanding of the hydrology and hydraulics affecting the Hamlet of Bay Park and the Village of East Rockaway. The Plan assessed the conditions of the existing drainage infrastructure, identified system limitations, and provided a hierarchy of feasible alternatives to mitigate stormwater and tidal flooding.



N&P studied the watershed and defined stormwater tributary areas, calculated runoff volume and discharge rates of existing stormwater infrastructure, and made recommendations to address system limitations and future demand. The study included analysis of the existing system capacities, alternative mitigation solutions and a benefit cost analysis and budget. In addition to the study, N&P will be providing thirty (30) percent design plans for Nassau County's selected potential implementation strategies identified in the H&H Study. The Hydrologic and Hydraulic (H&H) drainage improvement study included:

- The engineering inventory and inspection of the entire drainage infrastructure for Bay Park and the Village of East Rockaway, including elevations;
- The engineering analysis of existing system identifying system limitations;
- Development and calibration of a future conditions model that included long-term precipitation and tidal elevation data sets, evaluates historic and future synthetic design, and simulated typical year precipitation, accounting for projected land use, precipitation and sea-level changes;
- Identification of a series of potential alternatives to address system deficiencies, present and future stormwater tendencies and tidal changes; and
- Preparation of a list of improvement projects and a hierarchy of feasible alternatives to be progressed-to-thirty (30)-percent design plans.

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**Comprehensive Drainage Infrastructure Master Plan Bellmore/Merrick & Seaford/Wantagh South of Merrick Road - NYRCRP Governor's Office of Storm Recovery Projects (GOSR)**

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<b>Client:</b> Town of Hempstead
<b>Contact:</b> Douglas L. Tuman, PE, Esq, Commissioner, (516) 812 - 3484

Nelson and Pope prepared a comprehensive drainage study and plan for the NY Rising Community Reconstruction areas of Bellmore, Merrick, Seaford and Wantagh identified in the 2015 NYRCR plan and the NYRCR Pre-Application Report. The drainage improvement report addressed the widespread flooding resulting from Superstorm Sandy and Hurricane Irene. This drainage study and plan analyzed existing conditions, identified and produced a strategy of flood reduction projects for drainage infrastructure upgrades and when implemented will address unmet recovery needs pertaining to flood mitigation to private, institutional, municipal, and public properties and will ensure a more resilient, flood-protected community. The Bellmore/Merrick, and Seaford/Wantagh Drainage Report included:



- The engineering inventory of the entire drainage infrastructure for the project area south of Merrick Road, including elevations;
- The inspection of the conditions of the storm drain system;
- The engineering analysis of system needs;
- The determination of the ability of the existing drainage system to accommodate storm flow;
- Identification of a series of potential solutions to address identified localized and system-wide deficiencies/issues; and
- The identification of areas or issues of concern and a prioritization of repairs/improvements.

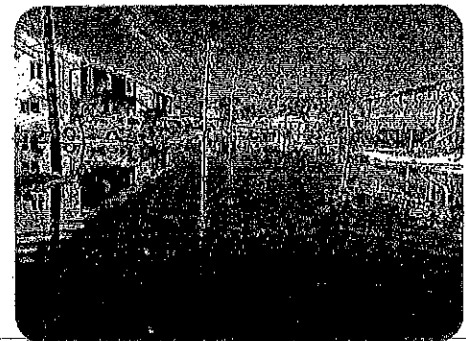
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**Comprehensive Drainage Infrastructure Master Plan Village of Lindenhurst  
NYRCRP Governor's Office of Storm Recovery Projects (GOSR)**

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<b>Client:</b> Town of Babylon
<b>Contact:</b> Kathy Lynch, (631) 957-7434

Nelson and Pope developed a Comprehensive Drainage Infrastructure Master Plan for the Village of Lindenhurst. The Master Plan assessed the conditions of the existing drainage infrastructure and mapped the locations of upgrades and repairs that was most critical to storm resiliency. The plan identified flood reduction projects that diminished the risk to public and private properties and infrastructure. The Master Plan resulted in a clear strategy for immediate and phased system improvements which reduced flooding during and after severe storms. This plan will be used as a basis for future drainage and



**Bay Park/Village of Rockaway  
Drainage Improvements – Final Design  
RFP No. PW-S82017-02D**

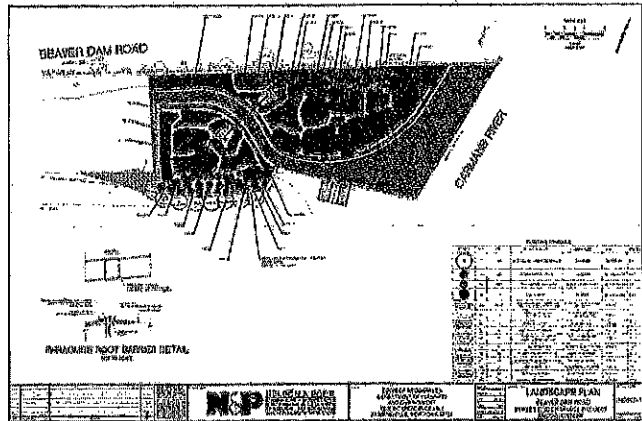
construction of drainage improvements. The Comprehensive Drainage Infrastructure Master Plan for the Village Lindenhurst included:

- The engineering inventory and inspection of the entire drainage infrastructure for the Village of Lindenhurst, including elevations;
- The engineering analysis of existing system needs;
- The determination of the ability of the existing drainage system to accommodate storm flow through modeling and hydraulic analysis to accommodate storm flow;
- Identification of a series of potential alternatives to address identified localized and system-wide deficiencies/issues;
- The identification of problem areas or issues of concern and associated construction costs; and
- Preparation of a list of improvement projects and a prioritized list of recommended projects based on total project cost, the number of homes immediately affected by the project, the significance of the roadway, the elevation of the project location and the duration of the project.

### **Beaver Dam Road End Pollution Mitigation**

**Client:** Town of Brookhaven  
**Contact:** Anthony Graves, (631) 451-6400

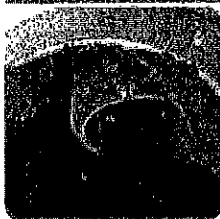
Nelson & Pope, in cooperation with Nelson, Pope & Voorhis, prepared a stormwater mitigation plan for the eastern end of Beaver Dam Road terminating at Carman's River. The design plans included the creation of an artificially designed permeable area constructed out of permeable pavers, reconstruction of the existing vegetated drainage swale, and aesthetic improvements to satisfy the needs of the community by replacing/repairing the existing benches; installing a canoe/kayak launch ramp; installing educational signage; and providing an area for future fish cleaning stations. N&P applied and received an approved DEC Tidal Wetland Permit for the proposed work. Relevant project components:



- |                              |                              |                                       |
|------------------------------|------------------------------|---------------------------------------|
| • Drainage Improvement Plans | • Soil Borings               | • Construction Plans & Specifications |
| • Wetland Delineations       | • Preliminary & Final Design | • Cost Estimating                     |
| • Planting Specifications    | • NYSDEC Permitting          | • Bid Phase Services                  |
| • Survey and Mapping         | • Stormwater Mitigation      | • Construction Oversight              |
|                              | • Vegetated Drainage Swale   |                                       |

### **Kissam Lane and William Street – Roadway and Stormwater Improvements**

**Client:** Town of Oyster Bay  
**Contact:** Richard W. Lenz, Commissioner

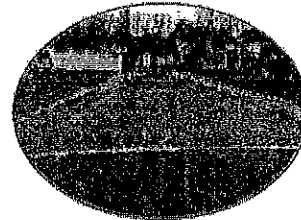
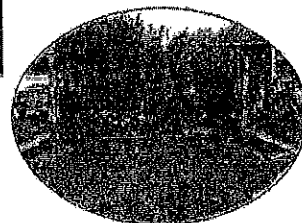


At the request of the Town of Oyster Bay, Nelson & Pope conducted both a roadway and drainage study within the area of Kissam Lane and William Street in Glen Head, New York. The purpose of the study was to evaluate the existing conditions of the roadways and drainage systems within the immediate area. Conceptual Plans and construction cost estimates were included in the report.

### **Orowoc Creek Stormwater Improvements (Garretson Avenue), Town of Islip**

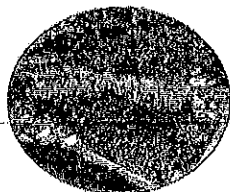
**Client:** Town of Islip Department of Public Works  
**Contact:** Thomas Owens, Commissioner, (631) 224-5610

Garretson Avenue in Islip, New York has suffered from continuous flooding, primarily due to its close proximity to Orowoc Creek, low elevations, and dilapidated drainage infrastructure. Nelson & Pope, in cooperation with Nelson, Pope & Voorhis, prepared roadway and drainage improvement designs for the Town of Islip roadway and drainage improvement project at Garretson Avenue Cul-De-Sac. Improvements included the reconstruction of the cul-de-sac, removal of the existing outfall pipe into Orowoc Creek and installation of a bubbler basin that would drain onto a pervious concrete paver driveway and overflow into a bio-swale, all to reduce flooding within the cul-de-sac while providing stormwater filtration to reduce pollutant loads prior to any overflow discharge into Orowoc Creek. The project involved survey, development of improvement plans, wetland delineations, planting specifications, wetland permit applications, and construction inspection services.



### **Town of Brookhaven Road End Water Quality Improvements**

**Client:** Town of Brookhaven Highway Department  
**Contact:** Dan Losquadro, Superintendent of Highways (631) 451-9200



Nelson & Pope, in cooperation with Nelson, Pope & Voorhis, prepared stormwater quantity and quality improvement designs for three Town of Brookhaven roadway improvement projects, which directly discharged untreated stormwater runoff into the Bay. Improvements included the installation of upland infiltration practices to reduce stormwater runoff reaching surface outfalls, removal of unnecessary impervious surfaces, and the installation of bioretention areas at the road ends to collect and provide treatment of stormwater prior to discharge into Moriches Bay. The projects involved survey, installation of soil borings, development of improvement plans, wetland delineations, planting specifications and wetland permit applications for each project. Project locations included:

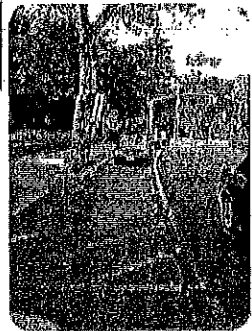
- Montauk Avenue, East Moriches
- Anderson Avenue, East Moriches
- Adelaide Avenue, East Moriches

### **Middle Neck Road Drainage Improvements, Great Neck, NY**

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<b>Client:</b> Nassau County DPW, Commissioner's Office
<b>Contact:</b> Shila Shah-Gavnoudias, PE, Commissioner, (516) 571-9604

Nelson & Pope was retained by the Nassau County Department of Public Works to conduct a study and progress preliminary and final design to address drainage deficiencies on a 0.6-mile section of Middle Neck Road in the Villages of Great Neck, Great Neck Estates, and Kensington. Middle Neck Road is one of the primary access routes serving this area and was experiencing severe flooding during intense rainstorms. N&P identified and developed alternatives to address the stormwater quantity/quality issues. Construction plans, specifications and estimates were prepared for the approved alternative. *The American Society of Civil Engineers Metropolitan Section (ASCE) awarded this project Transportation Project of the Year (Small Project) in 2015.*

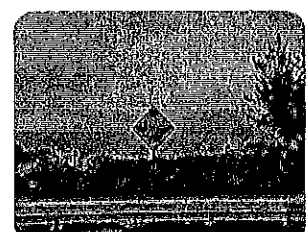
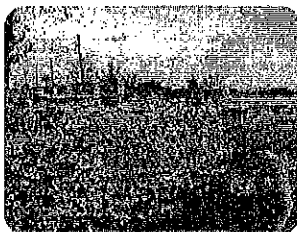


### **Roe Avenue Hurricane Sandy Damage & Remediation Improvements Town of Brookhaven**

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<b>Client:</b> Town of Brookhaven Highway Department
<b>Contact:</b> Dan Losquadro, Superintendent of Highways (631) 451-9200

Due to hurricane Sandy, the road end at Roe Avenue in Patchogue suffered significant damage and flooding. Nelson & Pope, in cooperation with Nelson, Pope & Voorhis, prepared stormwater quantity and quality improvement designs for the Town of Brookhaven roadway improvement project at Roe Avenue Road End. Improvements included the installation of upland infiltration practices to reduce stormwater runoff reaching surface outfalls, removal of unnecessary impervious surfaces, and the installation of bioretention areas at the road ends to collect and provide treatment of stormwater prior to discharge into Patchogue Bay. The project involved survey, soil borings, development of improvement plans, wetland delineations, planting specifications and wetland permit applications.



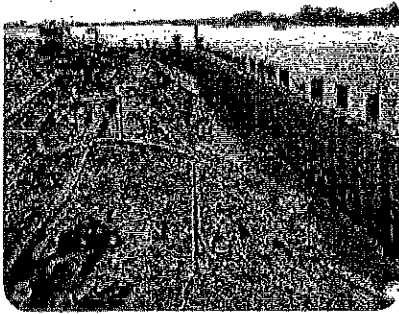


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**Brockmeyer Park Bulkhead**

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<b>Client:</b> Town of Oyster Bay
<b>Contact:</b> Richard W. Lenz, Commissioner



Nelson & Pope, in conjunction with Nelson, Pope & Voorhis, provided engineering and surveying services to the Town of Oyster Bay for the reconstruction of the deteriorated bulkhead. The project included 600 linear feet of new vinyl sheet piling bulkhead with concrete cap and top railing and one outfall penetration through the bulkhead. Nelson, Pope & Voorhis prepared permit documents to secure permits from the NYSDEC, NYSDOS, and Army Corp. of Engineers.

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**Waterfront Reconstruction and Restoration Projects, Massapequa, NY**

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N&P provided planning, evaluation, engineering, and surveying services and assistance during construction to the Town of Oyster Bay for drainage and waterfront repair and reconstruction at various location, in the Massapequa area. Improvements included modifications to outfalls, bulkheads and drainage pretreatment facilities. NPV provide environmental assessment services, wetland delineation and NYS Department of Environmental conservation (NYSDEC), NYS Department of State (NYSDOS) and US Army Corp of Engineer (USACE) permitting.

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**GEDEON GRC CONSULTING**

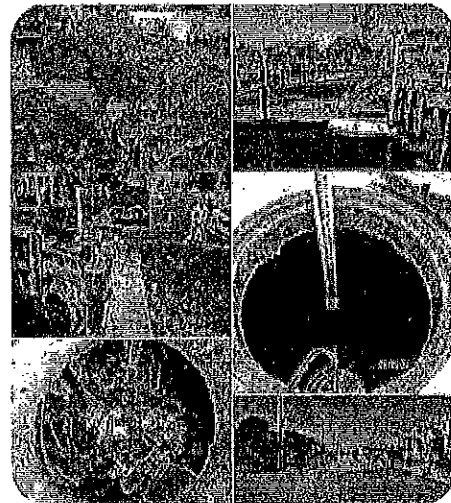
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**Barnum Island / Harbor Isle Drainage Improvements Study**

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Gedeon GRC was part of a team providing Nassau County Department of Public Works design services for the development of a drainage improvement study for infrastructure upgrades in the Hamlets of Barnum Island and Harbor Isle, located near the coast in the Town of Hempstead. The project was funded by and conceived through the NY Rising Community Reconstruction Program (NYRCR) of the Governor's Office of Storm Recovery (GOSR). Superstorm Sandy and Hurricane Irene overwhelmed the stormwater drainage systems in Barnum Island and Harbor Isle. The floodwaters inundated homes, schools, and businesses and made streets unusable and areas impassable. Some of these areas experienced six to eight feet of floodwater, destroying homes, businesses, and belongings. Evacuation and emergency response was severely hindered or prevented as a result of



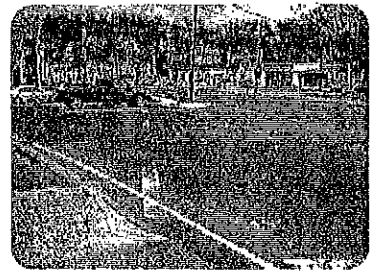
flooding. Recovery and resiliency of the communities were also adversely impacted due to infrastructure limitations and functionality. This drainage improvement study addressed widespread

flooding resulting from these disasters and provided a strategy for drainage infrastructure upgrades for unmet recovery needs pertaining to flood mitigation to ensure a more resilient flood-protected community. In addition, this study (as described in the NYRCR Plan) analyzed existing conditions and identified flood reduction projects to restore and improve infrastructure functionality and accessibility. A major task involved in this study included an inventory of all drainage collection, conveyance, and discharge components; an evaluation of the system's ability to accommodate storm impacts; and recommendations for improvements. Gedeon GRC's scope of work included inventory of the existing drainage system as described above, using ArcGIS and iPads.

### **Cedar Swamp Road, Roadway, Drainage, and Sidewalk Improvements**

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Gedeon GRC was selected as part of a team to complete the design of Cedar Swamp Road located in the City of Glen Cove for Nassau County Department of Public Works. Cedar Swamp Road is a main thoroughfare that serves as the primary entrance to the Glen Street LIRR Station. The road is heavily traveled and experiences a high volume of both vehicular and pedestrian traffic. Conditions have resulted in localized pavement deterioration and intermittent curbs.



This project called for pavement rehabilitation; additional drainage; general improvements to adjacent sidewalk areas to enhance pedestrian safety and access; and modifications to traffic signals to improve vehicular circulation. The general project limits were approximately from Sea Cliff Avenue on the south, to the vicinity of the Town Path (Duck Pond Road) intersection on the north, for an approximate project length of 4,300 feet. In addition to enhancing the area, these roadway improvements serve to alleviate some of the traffic and pedestrian safety concerns, while also addressing deficiencies in traffic flow patterns, and necessary localized drainage improvements.

### **NYS Route 110 Drainage Improvements**

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Gedeon GRC was retained, as a sub-consultant, by the NYSDOT to provide total planning and design services for the reconstruction of Route 110, a one-mile segment in the Town of Huntington. This project involved evaluating feasible alternatives for roadway and significant drainage improvements along NYS Route 110 from the Madison Street / Prime Avenue intersection to Young's Hill Road, a distance of 1.45 km (0.9 miles), located next to Huntington Harbor. The scope of work entailed design services associated with evaluating feasible alternatives

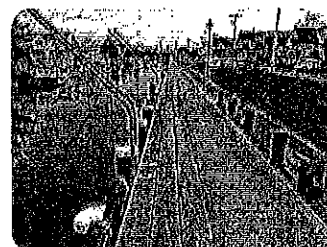
to roadway and stormwater management/drainage improvements, including but not limited to the infiltration pond, bioswales, preparation of a Design Report, development of design alternatives, design and ROW survey and mapping, involvement in Public Hearings and other public involvement activities, and evaluation of the social, economic, and environmental impacts associated with the alternatives. The final design stage involved drainage, Maintenance and Protection of Traffic (MPT), signage and striping, grading, utilities, pavement markings, traffic signals, signage, landscaping, typical sections, as well as specifications and estimates.

**GAYRON deBRUIN**

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**Drainage Improvement Study - Bay Park / East Rockaway, Nassau County, NY**

Gayron de Bruin (GdB) worked as sub consultant on this project tasked with taking inventory of existing drainage facilities within the Bay Park/East Rockaway Area. GdB located and obtained rim and invert elevations using GPS RTK technology of the visible and accessible drainage structures, including but not limited to catch basins, leaching structures and manholes. A numbering system was implemented to assist in the future identification to the drainage facilities. There were approximately 1,225 manholes and catch basins. GdB also took inventory of approximately 90 outfall locations within the Bay Park / East Rockaway area. GdB located and obtained outfall pipe invert and top of bulkhead elevations using GPS RTK technology of the visible and accessible outfall locations. This project was completed on time and within budget.



**Watershed Inspection-Outfall Reconnaissance Inventory, Nassau County**

The south shore of Nassau County makes full use of local natural drainage to aid in storm water management. Storm water assets are independent from sanitary and are not subject to wastewater treatment. Under this contract, GdB was hired as a sub consultant to aid in the outfall reconnaissance inventories (ori's) of 22 streams and their respective watersheds. Carefully inspecting over 1100 individual drainage outfall structures, data collection teams documented condition, presence of illicit discharge and general stream health. GdB provided custom mobile GIS data collection to inspect, document and photograph each individual outfall. Using this method, office management is able to track progress and communicate with field crews in a moment's notice. Field data reports were provided for each watershed, including maps, datasheets and photographic documentation. As an additional service, GdB used the most current set of New York State provided orthophotography to update each stream corridor to better reflect current geography.

**The Path to Park – Shoreline Improvements in South Valley Stream, Nassau County, NY**

Through funding provided by NY Rising Community Reconstruction (NYRCR) and the New York State Governor's Office of Storm Recovery (GOSR), Town of Hempstead was able to apply for a grant in order to restore the natural shoreline along valley stream adjacent to a pedestrian green way known as "the path". Modern green infrastructure and a hardened shoreline will help mitigate storm damage, improving resiliency and reduce the threat of flooding from future storm events. GdB was contracted to provide surveying services for two areas within the project scope. Full topographic survey was provided, including stream cross sections every 100 feet showing changes in stream geometry. Adjacent court were surveyed, showing drainage pipes and associated structures, culverts and bridge structures.

### **NY Rising Drainage Study Bellmore, Merrick, Seaford, Wantagh, NY**

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This project studied the location, conditions, and elevations of Bellmore, Merrick, Seaford, and Wantagh public roadway drainage systems south of Merrick Road, including outfalls, bulkheads, all storm drain pipes, manholes, and catch basins. Drainage structure data was collected in GIS running on a tablet. The field crews recorded all necessary data using in-house developed data collection software. The information collected will be utilized to produce a strategy, and make recommendations for drainage infrastructure upgrades and flood reduction projects, including the possible installation, at a later date, of tidal check valves in the most effective key locations. These, along with other interventions to provide flood mitigation, will be identified and provided in a hierarchy of effectiveness. The specific flood intervention measures, usefulness, and locations will be based on the recommendations of this comprehensive drainage study and plan.

### **HIRANI ENGINEERING**

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#### **Pump Station Mitigation, Nassau County, NY**

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Hirani provided structural engineering services to evaluate and design structural measures to flood proof existing pump stations which included Felix Ct., Fox Rd., Northern Blvd. & Grand Ave. Numerous sanitary sewer pump stations were flooded during Superstorm Sandy in October 2012 rendering many inoperable. This Project involved flood-proofing the at-risk pump stations and mitigating potential damage from future storm events. This contract included four (4) pump stations located in Baldwin, NY. Hirani provided land surveying, verification of as-built structural conditions and structural design services as a member of the Greeley Hansen design team. The main focus of Hirani's services included structural engineering to analyze the existing structure's ability to withstand a 500-year storm event and flood, and working with the project Architect to design the necessary floodproofing components. Hirani also analyzed the existing structure for buoyancy and analyzed and designed hold down straps for an existing underground storage tank.

#### **Engineering Services for Delaware Aqueduct Shafts 9, 10 & 17 and Other Related Facilities, Westchester & Putnam Counties, NY**

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This major water supply project for NYC Dept. of Environmental Protection that included modifying existing building structures and equipment and adding various structures to augment and improve the NYC water supply. Hirani Engineering & Land Surveying, P.C. was responsible for all aspects of structural design for this project. The foundation sub-structure and super-structure design covered buildings at three shafts namely Shafts 9, 10 and 17 in Westchester County. This included major structural modifications/additions to existing buildings including provision of additional floors, access platforms, ramps and stairways; new buildings attached to existing ones, and standalone new structures.

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*As seen from the aforementioned project descriptions, the Project Team has direct experience in progressing engineering planning and design as well as construction support and*

**NCDPW Complete Streets Improvements to  
Grand Avenue Design Services  
RFP No. PW-H61091-02D**

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*inspection services, including federally aided projects, for various municipal agencies for complete streets type projects.*

**References**

The Nelson & Pope team have been working with municipalities across Long Island. Below is a list of references.

---

Richard W. Lenz, Commissioner  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791  
516.677.5757

Shila Shah-Gavnoudias, PE, Commissioner  
Nassau County  
Department of Public Works  
1194 Prospect Avenue  
Westbury, New York 11590  
516.571.6805

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Matthew Russo, PE  
Town of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, NY 11791  
516.677.5757

William Hillman, PE, Chief Engineer  
Suffolk County  
Department of Public Works  
335 Yaphank Avenue  
Yaphank, New York 11980  
631.852.4010

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Dan Losquadro,  
Superintendent of Highways  
Town of Brookhaven  
1140 Old Town Road  
Coram, New York 11727  
631.451.9200

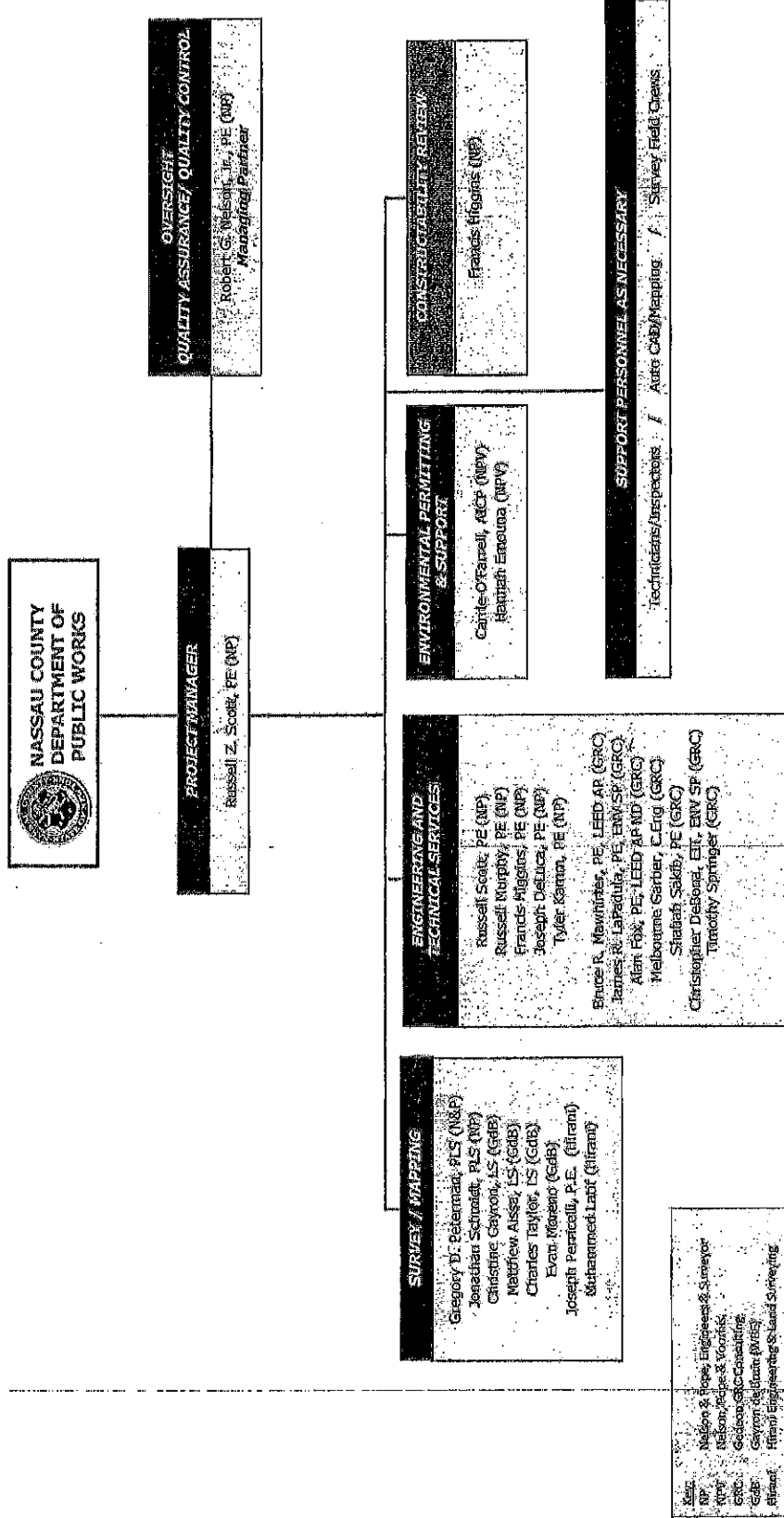
Doug Tuman, PE, Commissioner  
Town of Hempstead Engineering  
Town Hall  
320 Front Street  
Hempstead, NY 11550  
516.489.5000

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# SECTION IV: KEY PERSONNEL AND STAFFING

## Organization Chart

The team assembled by The Project Team (N&P) has extensive project experience and specific expertise with the tasks, which will be required to meet the requirements of the City's Request for Proposals. The individuals responsible for each of the specific areas are identified in the Project Team Organizational Chart shown below.



### ***Key Personnel***

Nelson & Pope (N&P) utilizes the Project Manager concept with respect to the Project Team organization. Under this concept a Project Manager is assigned to the project and has the overall day-to-day responsibility of managing, overseeing and scheduling of the project. The Project Manager reports to the Supervising Partner. **Russell Z. Scott, PE**, will serve as the Project Manager for this project with **Robert G. Nelson, Jr., PE**, providing project oversight and quality control/assurance as the Supervising and Managing Partner.

The project team organizational chart included with the proposal outlines our Project Manager concept with respect to the hierarchy of coordination between Nassau County and N&P's team. The Supervising Partner and the Project Manager serve as the points of contact for the County, and will coordinate the efforts of all in-house staff and sub-consultants that may be utilized on the project. N&P allows its Project Managers the ability to distribute work to appropriate staff, and interface directly with sub-consultants as required to maintain control of the work schedule, quality, and budget.

### ***Nelson & Pope***

**Robert G. Nelson Jr., P.E.**, will be assigned as the Supervising Partner and will provide technical assistance and project oversight. Mr. Nelson has extensive experience in the preparation of design plans and contract documents for various private and municipal entities. Mr. Nelson's 40 years of experience includes planning and civil engineering evaluation, analysis and design for commercial, municipal and residential site and infrastructure development and reconstruction projects. Mr. Nelson has extensive experience with stormwater management using sustainable and green infrastructure. He is accredited by the Institute for Sustainable Infrastructure (ISI) and has participated as a Verifier reviewing projects for certification under the ISI Envision Rating System. Mr. Nelson is LEED® AND (Neighborhood Development) and is versed in the sustainable and green infrastructure categories under the rating system.

**Russell Z. Scott, PE, (N&P)**, has 15 years of experience in the civil and traffic engineering fields. His responsibilities have included the project management of various roadway and traffic signal projects for the SCDPW, NYSDOT, NCDPW, private development clients, and local towns and villages. His responsibilities have included conceptual layout, alignment computations, drainage design, traffic signal design, grading design and quantity take-off and estimating. Mr. Scott was Project Manager for three Comprehensive Drainage Infrastructure Master Plan for Bay Park/Village of East Rockaway; Bellmore/Merrick & Seaford/Wantagh South of Merrick Road; Village of Lindenhurst, Bay Drive and Waverly Roadway Improvements for the Town of Hempstead and also the Drainage Improvement Study for Meadow Lane in Lawrence for the NCDPW.

**Mr. Nelson** and **Mr. Scott** have worked together successfully in various capacities and represent a team that can effectively manage this project.

**Russell Murphy, PE**, was employed with the New York State Department of Transportation for 30 years and has acquired extensive experience in highway design. He worked on numerous projects from reconstruction; restoration and preservation; resurfacing; mill and fill; guide rail and median barrier; ADA/pedestrian; bicycle path and miscellaneous maintenance projects. He started working as an

engineer in a squad; became a Design Squad Leader supervising engineers and technicians; and became a Design Supervisor responsible for Design Squads and Consultant Managers. Mr. Murphy will serve as the Lead Design Engineer for the Team.

As a Sr. Engineer, **Francis Higgins** provides engineering design and technical oversight and supervision for municipal site, highway and roadway, waterfront and drainage improvement projects. During Mr. Higgins' 47-year tenure at the Nassau County Department of Public Works, he acquired experience in planning, designing and implementing improvements on a variety of public works projects, primarily in the County's highways, parks and marinas. He served as a *Civil Engineer* for the Nassau County Department of Public Works before being appointed *Superintendent of Construction for Highways*, where he supervised Project Managers and Construction Inspectors on various highway, drainage and parks projects and was responsible for the oversight of \$30M to \$40M in capital improvements per year. During the clean-up operations following Superstorm Sandy, Mr. Higgins assisted the Nassau County Department of Public Works as a Debris Clean-up Monitor on the south shore of Long Island.

**Joseph DeLuca, PE** and **Tyler Kamm, PE** as project engineers are involved in the preparation of construction documents for projects including roadway and traffic signal improvements; sidewalk construction; parking lot rehabilitation; drainage; waterfront; and parks improvement projects. They each have over 5 years of experience and have worked on numerous projects for both Suffolk and Nassau Counties, as well as various Towns and Villages. Currently, they provide engineering and support tasks to the project engineers including compiling of documents, preparation of conceptual, preliminary and final design drawings, assisting in development of alternatives and assisting in design functions, and construction inspection assistance.

#### ***Nelson, Pope & Voorhis***

**Carrie O'Farrell, AICP**, Senior Partner of NP&V and Division Manager of the Environmental Resource and Wetlands Assessment Division. Ms. O'Farrell regularly manages the preparation of environmental impact statements, and SEQRA analysis and administration. Ms. O'Farrell has managed preparation of draft Generic Environmental Impact Statements for major redevelopment projects in the Village of Hempstead, downtown New Rochelle, Riverside hamlet proposed zoning amendments and Huntington Station Gateway Development. Ms. O'Farrell also regularly works with staff engineers in development of stormwater management solutions in sensitive environmental areas, the preparation of SWPPPs for construction projects and municipal stormwater permitting, wetland permits and planning reviews.

**Hannah Emouna** holds a Master's Degree in Biology with a concentration in Applied Ecology, an Advanced Graduate Certificate in Geospatial Science and a Bachelor's Degree in Wildlife Science. Ms. Emouna is trained to perform environmental monitoring and assessment of both wildlife and plant populations. She regularly performs environmental monitoring that includes habitat composition, analysis, and delineation, ecological modeling and field assessments and for a variety of terrestrial and marine habitats. She holds a NYSDEC Endangered/Threatened Species Scientific license which authorizes the collection and release of select endangered and threatened species within multiple counties across New York State. Ms. Emouna serves as a point of contact for NP&V and oversees



wetland permit applications with the NYSDEC, Army Corps of Engineers (ACOE), NYS Department of State (DOS), and Towns and Villages for several projects across Long Island.

Ms. O'Farrell and Ms. Emouna will provide environmental support and permitting services as necessary.

### ***Gedeon GRC Consulting***

**Bruce R. Mawhirter, PE, LEED AP** is Vice President of Civil Engineering and has over 33 years of design and construction experience in a range of municipal and private engineering projects throughout the Tri-State area. His experience includes site, roadway, streetscape, and parking lot designs; stormwater, erosion control, and various storm recovery projects; utility and infrastructure improvements; residential, commercial, and industrial building design and site development; and athletic fields, parks, and recreational site development. Mr. Mawhirter is familiar with federal, state, and local requirements and has extensive experience representing clients in front of numerous municipal planning and zoning boards. He provides QA/QC of all engineering designs.

**Melbourne Garber, C.Eng**, Director of Buildings has over 30 years of experience as structural engineer. He has designed numerous structures utilizing all different building materials; steel, concrete, masonry, light gage, and timber. His projects have ranged from commemorative memorials and home/office renovations to museum, school, and airport terminal construction. He has been involved in all facets of the design and construction process from concept and schematic design through construction administration. As an Associate, he was responsible for managing a studio of engineers, procuring work, managing client expectations and relations, tracking project financing and ensuring QA/QC procedures were adhered to.

**Alan Fox, PE, LEED AP ND**, Senior Civil Engineer has over 17 years of experience in civil engineering, focusing on site and transportation projects. His experience includes the design of roadways/highways, utilities, Maintenance and Protection of Traffic (MPT), urban areas, utilities, permitting, and site developments. As Project Engineer on numerous site and transportation projects, he possesses expert knowledge of City, State, and municipal design specifications, standards, and regulations, including with NYCDEP, NYSOGS, NYSDOT, SUCF, NYSDEC, US Navy, PANY&NJ, NJDEP, and SCDPW.

**Shahab Sakib, PE**, Senior Structural Engineer, has over 13 years of experience in structural engineering design. Through his extensive work with buildings, Mr. Sakib has been involved in all phases of structural design and construction including in-depth inspection, preliminary and final design, rehabilitation, and construction management. Mr. Sakib has performed field inspection on a number of projects involving drainage, retaining walls, pavement, utilities, excavation, traffic signal, maintenance of traffic, and bridges. He has also performed field design involving drainage, profile, maintenance of traffic, signage, community liaison, and cost estimates. In addition, he has maintained field construction records in accordance with MURK procedures.

**James R. LaPadula, PE, ENV SP** Project/Senior Civil Engineer has over 16 years of experience with site and roadway design, working on infrastructure projects throughout New York City and Long Island. His expertise has involved the preparation of comprehensive plans, cost estimates, and bid packages for design/build and roadway reconstruction projects. His experience includes development of grading and drainage design; roadway design; pavement markings/signing and striping; utilities; site plans; preparation and review of shop drawings; interfacing with various agencies; and Builders Pavement Plans. Mr. LaPadula is extremely familiar with state, federal, and local requirements.

### ***Gayron deBruin Land Surveying & Engineering***

**Christine Gayron, LS**, is a co-founder of Gayron de Bruin, and a leader in the surveying industry who advocates for licensed Land Surveyors on the national level as the Younger Member Representative for New York State. Christine also presents continuing education lectures on the subjects of surveying and LiDAR. Christine has managed surveying and mapping contracts for government agencies and private development projects all over NY State and NY City. Christine has spent her career learning the specific mapping systems of Long Island as well as each NYC borough.

**Charles Taylor, LS**, is a Party Chief with Gayron de Bruin. He has been a land surveyor for more than 16 years. Mr. Taylor delivers precise and accurate results leading the survey field crew with an exceptional work ethic. He works well with a tight deadline and in adverse conditions. Mr. Taylor is a true team player, and an asset to the GdB organization.

### ***Hirani Engineering & Land Surveying***

**Joseph Perricelli, P.E.** has 44 years of civil engineering experience as a Chief Inspector, Senior Highway Designer and Technical Services Supervisor. He retired from the NYSDOT in April of 2003 after 33 years of service. He serves as Senior Civil Engineer/ Project Manager on the majority of Hirani's civil projects.

Resumes of key personnel are provided in **Appendix A**.

### ***M/WBE and Section 3 Business Goals***

Nelson and Pope understands the commitment that Nassau County has in meeting the contract goals for this procurement. N&P's shall use good faith efforts to implement Nassau County's desired goals will comply with all applicable federal and state laws and regulations as well as any municipal codes, ordinances and regulations. Typically, these goals are met through the use of sub-consultants and sub-contractors.

The estimated percentages for our sub-consultants are:

- 15.25%      Gedeon GRC Consulting (MBE)
- 15.25%      Gayron deBruin Land Surveying & Engineering (WBE)
- 10.86%      Hirani Engineering & Land Surveying (MBE)

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

N & P ENGINEERS & LAND SURVEYOR PLLC  
572 WALT WHITMAN ROAD  
MELVILLE, NY 11747-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 04/01/2016 TO 03/31/2019.



CERTIFICATE NUMBER  
0012888

*Maryellen Elia*  
MARYELLEN ELIA  
COMMISSIONER OF EDUCATION

THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT

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

N & P ENGINEERS & LAND SURVEYOR PLLC  
572 WALT WHITMAN ROAD  
MELVILLE, NY 11747-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD  
07/01/2017 TO 06/30/2020.



CERTIFICATE NUMBER  
0013870

*Maryellen Elia*  
MARYELLEN ELIA  
COMMISSIONER OF EDUCATION

COUNTY OF NASSAU

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

1. Name of the Entity: N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope Engineers & Surveyors)

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

2. Entity's Vendor Identification Number: 113551992

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co Closely Held Corp PLLC Other (specify)

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

Please see attached

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.

Please see attached

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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.

N&P Construction Layout\* (N&P Partners are Individual Owners)

572 Walt Whitman Road Associates\* (N&P Partners are Individual Owners)

Nelson, Pope & Voorhis, LLC (N&P Majority Owner)

N&P Engineering LLC\* (N&P Majority Owner)

HWJ Engineering & Surveying, PLLC\* (N&P Majority Owner)

Vornel Management\* (N&P Majority Owner)

East Coast Geoservices\* (N&P Minority Owner)

Hawkins Webb\* (N&P Minority Owner)

\*These affiliates are not anticipated to be working on the project. Refer to the attached sheet.

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.

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

- NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - N&P nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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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.

Dated: 12-5-2017

Signed: 

Print Name: Robert G. Nelson, Jr, PE

Title: Partner

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



**Nelson & Pope  
Vendor Disclosure**

**Attachment to Disclosure Form  
(Question 4 & 5)  
+ 6**

**N & P Engineers & Land Surveyor, PLLC**  
**d/b/a Nelson & Pope, Engineers & Surveyors**  
**Partners Information as of 01/01/2017**

	Ownership	Position	Profession	State	Lic #
<b>Epifania, Joseph</b>	15.0317%	Partner	Engineer	NY	58669
<b>Nelson, Robert, Jr.</b>	15.0317%	Partner	Engineer	NY	57296
<b>Lembo, Thomas</b>	17.0317%	Partner	Engineer	NY	74701
				FL	58849
<b>Peterman, Gregory</b>	12.5954%	Partner	Surveyor	NY	50213
				CT	70061
<b>McFerran, Eric</b>	17.0317%	Partner	Engineer	NY	76844
<b>Dixon, Thomas</b>	13.2461%	Partner	Engineer	NY	80973
				CT	24626
<b>Scott, Russell</b>	10.0317%	Partner	Engineer	NY	87707
	100.0000%	-	-	-	-

**Nelson & Pope et al.**  
**Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-3851992)	Nelson Pope & Voorhis, LLC (11-333292)	N&P Construction Layout (11-3237008)	572 Wilt Whitman Road Associates, LLC (11-3332281)	Vornel Management (42-1864513)	H&W Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (20-0455511)	East Coast Geoservices LLC (24-3957238)	N & P Engineering LLC (01-0721476)	Hawkins Webb, LLC (01-3251538)	H&W Nelson & Pope JV (27-4404609)	N&P-GDI (46-0604678)
Epifania, Joseph	15.0317%	-	15.0317%	15.6685%	-	-	-	17.1978%	-	-	-
Nelson, Robert Jr.	15.0317%	-	15.0317%	15.6685%	-	-	-	17.1978%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Palamian, Gregory	12.8984%	-	12.8984%	10.2969%	-	-	-	-	-	-	-
McFarlan, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Obion, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Voorhis, Charles	-	13.5884%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Blasman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Pransky, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Sachs, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
H&W Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Guyon de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%		100.0000%	100.0000%

Description of Services	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Wilt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
Vornel Management	Provides Management Services to Hawkins Webb & Jaeger Exclusively
H&W Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
H&W Nelson & Pope JV	Environmental Consulting On Call services for Nassau County, NY
N&P-GDI	Provides Topographic Surveying Services to New York City Department of Design and Construction

COUNTY OF NASSAU

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

1. Name of the Entity: Nelson, Pope & Voorhis, LLC

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

2. Entity's Vendor Identification Number: 11353292

3. Type of Business: ☐ Public Corp ☒ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

Please see attached

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.

Please see attached

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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.

Nelson & Pope, Engineers & Surveyors, PLLC

N&P Engineering LLC\* (N&P Majority Owner)

Vornel Management\* (N&P Majority Owner)

HWJ Engineering & Surveying, PLLC\* (N&P Majority Owner)

N&P Construction Layout \* (N&P Partners are Individual Owners)

572 Walt Whitman Road Associates\* (N&P Partners are Individual Owners)

East Coast Geoservices\* (N&P Minority Owner)

Hawkins Webb\* (Minority Owner)

\*These affiliates are not anticipated to be working on the project. Refer to the attached sheet.

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.

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

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NONE - NP&V nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - NP&V nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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

NONE - NP&V nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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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.

Dated: 12/5/17

Signed: 

Print Name: Steven J. McGinn

Title: Partner

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

**Nelson, Pope & Voorhis  
Vendor Disclosure**

**Attachment to Disclosure Form  
(Question 4 & 5)**

**+ 6**

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**Nelson, Pope & Voorhis LLC**  
**Partners Ownership Percentages - 01/01/2017**

	Ownership	Position	Profession
<b>N&amp;P, Engineers &amp; Land Surveyor, PLLC</b> d/b/a Nelson & Pope, Engineers & Surveyors 572 Walt Whitman Road, Melville, NY 11747	51.0000%	Partner	-
<b>Voorhis, Charles</b> [REDACTED]	13.9984%	Managing Partner	Environmental Consultant
<b>McGinn, Steven</b> [REDACTED]	9.1777%	Partner	Environmental Analyst
<b>Eiseman, Kathryn</b> [REDACTED]	9.1777%	Partner	Environmental Planner
<b>O'Farrell, Carrie</b> [REDACTED]	9.6462%	Senior Partner	Environmental Scientist
<b>Franson, Bonnie (Maria)</b> [REDACTED]	2.5000%	Partner	Environmental Planner
<b>Turner, Stuart</b> [REDACTED]	2.0000%	Partner	Environmental Planner
<b>Stach, Maximilian</b> [REDACTED]	2.5000%	Partner	Environmental Planner
	100.0000%	-	-

**Nelson & Pope et al.**  
**Partners Ownership Percentages - 01/01/2017**

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope (11-9851992)	Nelson Pope & Voorhis, LLC (11-3353392)	N&P Construction Layout (11-3237006)	572 Walt Whitman Road Associates, LLC (11-3332261)	Vornel Management (12-1564513)	H&W Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (00-0166951)	East Coast Geoservices LLC (28-3957238)	N & P Engineering LLC (81-071476)	Hawkins Webb, LLC (81-3261538)	H&N-Nelson & Pope JV (27-4104698)	N&P-G&B (46-0504678)
Epifania, Joseph	15.0317%	-	15.0317%	15.0685%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	15.0317%	-	15.0317%	15.0685%	-	-	-	17.1978%	-	-	-
Lenbo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4000%	-	-	-
Poterman, Gregory	12.5954%	-	12.5954%	10.2968%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.0922%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Voorhis, Charles	-	13.9984%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
Beeman, Kathryn	-	9.1777%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	9.6462%	-	-	-	-	6.2500%	-	-	-	-
Turner, Stuart	-	2.0000%	-	-	-	-	-	-	-	-	-
Frankon, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	2.5000%	-	-	-	-	-	-	-	-	-
Crane, Matthew	-	-	-	-	-	25.0000%	-	-	10.0000%	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	75.0000%	-	-	10.0000%	30.00%	30.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.0000%	-	10.0000%	-	-
H&N Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Geyron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	-	100.0000%	100.0000%

<i>Description of Services</i>	
N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
N&P Construction Layout	Provides Surveying Services to Nelson & Pope Exclusively
572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope Exclusively
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H&W Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
Hawkins Webb	Provides Construction/Contract Management to General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
H&N-Nelson & Pope JV	Environmental Consulting Co. Call services for Nassau County, NY
N&P-G&B	Provides Topographic Surveying Services to New York City Department of Design and Construction



Nassau County, NEW YORK

## **Contract for Services**

For

**Bay Park and Village of East Rockaway Drainage Improvements Final Design**

New York State Governor's Office of Storm Recovery (GOSR)-Funded

Disaster Recovery

January, 2018

All attachments and exhibits to this Contract are hereby incorporated by reference into the Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in the Order of Precedence section of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts.

A project funded through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery

## Table of Contents

Exhibit A.....	Detailed Scope and Budget
Exhibit B.....	Project Timeline
Appendix A.....	Contract for Services
Appendix B.....	Payment Schedule
Appendix C.....	DELETED
Appendix D.....	Standards for Public Outreach and Meetings
Appendix E.....	Standards for Preparing and Submitting Deliverables
Appendix F.....	Program Description and Staffing
Appendix G.....	Business History Form
Appendix H.....	Principal Questionnaire Form
Appendix I.....	DELETED
Appendix J.....	Appendix EE Equal Employment Opportunities for Minorities and Women
Appendix K.....	Nassau County GIS Basemap License Agreement
Appendix L.....	Exhibit E GOSR Supplementary Conditions for Contracts (2/27/17)
Part I – Required Federal Provisions	
Part II – Required State Provisions	
Part III – Insurance	
Part IV – Reporting	
Appendix M.....	Exhibit A - Nassau County Political Campaign Contribution Disclosure Form Exhibit B - Nassau County Lobbyist Registration Statement
Appendix N.....	Executive Order No. 2 – 2015
Appendix O.....	GOSR Subrecipient Contractor Utilization Plan
Appendix P.....	GOSR Section 3 Contractors Plan
Appendix Q.....	County of Nassau Consultants, Contractor's And Vendor's Disclosure Form
Appendix R.....	USDOJ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

**Exhibit A**  
**Detailed Scope and Budget**  
**Bay Park and Village of East Rockaway Drainage Improvements – Design Services**  
**Basic Services of the Firm**

**PROJECT DESCRIPTION**

The Firm shall provide Engineering Services to advance existing 30% design plans to final 100% completion in the form of design plans, specifications, cost estimate, and bidding documentation for various check valve and stormwater treatment devices and drainage improvements to Lawson Avenue in Bay Park and the Village of East Rockaway, New York.

The highest priority location for drainage improvements within the project limits is Lawson Avenue from Main Street to the outfall on Franklin Street. Discussions with the County, the Town of Hempstead and the Village of East Rockaway as well as being noted in the Comprehensive Drainage Report (Hydraulic and Hydrological Study) and the NYCRR Plan for Bay Park and the Village of East Rockaway indicates this area as a major location for flooding.

There are several issues that cause the flooding on Lawson Avenue. During high tide events, tidal water backing up into the drainage system and flows out of the existing grates at the low points flooding Lawson Avenue and the adjacent streets; the existing drainage system on Lawson Avenue does not have the capacity to store the road runoff from any rain event especially when there is a high tide; the existing drainage system is back pitched and does not function properly; several drainage grates have filter bag inserts that collect debris in order to clean the system, however, these bags are filling quickly and not being cleaned thus not allowing stormwater to enter the system and flooding Lawson Avenue and adjacent streets; and the system becomes filled with debris preventing the stormwater to flow through the system properly.

The existing drainage system on Lawson Avenue needs to be replaced with larger pipe and more drainage structures to increase capacity of the system and remove the pipes that are back pitched. The system will require the installation of an in-line check valve to prevent tidal surcharge and a stormwater treatment structure be installed to remove debris; improve the quality of the stormwater; and prevent debris from reaching the in-line check valve thus preserving the life of the in-line check valve.

In addition to the improvements to the drainage systems, Lawson Avenue pavement surface will be milled and resurfaced and new concrete sidewalks, curb and gutter, and driveway aprons will be constructed. All curb ramps will be reconstructed to be in compliance with current ADA standards.

Many outfalls in the project area get inundated with tidal surcharge during high tide events and rain events which backup and discharge out of existing stormwater drainage grate and flood adjacent roadways. One of the projects included in this proposal will install eighteen (18) check valves at priority locations to help alleviate this flooding. Installation of these check valves and pretreatment systems will improve the stormwater runoff quality and minimize and/or eliminate flooding during some storm events coinciding with high tides. Several locations will require reconstruction of existing bulkheads at the outfall locations. Drainage lines and catch basins will require inspection to determine if tidal infiltration is an issue. Installation of these check valves will address flooding on Lawson Avenue, West Boulevard, East Boulevard and North Boulevard.

The Firm shall develop Preliminary Design and Final Design. The Design Plans will be prepared in accordance with New York State Item Specifications. The Firm and the County understand that GOSR will be the lead agency and any environmental review activities will be conducted by GOSR with the full support of the Firm, and that any GOSR environmental requirements such as elevation design standards adapted to address impacts of climate change, will be followed.

The Firm understands that the **Total Construction Cost must not exceed the Approved Construction Budget.**

If the Total Construction Cost exceeds the Approved Construction Budget, the Firm will provide a value engineering to reduce the cost; assist the County in redefining the scope of the project; incorporate all the scope changes into the Construction Documents; and develop and incorporate alternatives into the Construction and Bid Documents.

## **I. SCOPE OF SERVICES**

The deliverables for this proposal include final (100%) detailed design drawings, specifications, cost estimates and bid documents for two drainage improvements projects listed under Division I and II below.

### **Division I Design Services**

#### **Various Check Valve and Stormwater Treatment Device Installation (Hamlet of Bay Park and Village of East Rockaway) – Final Design**

A. Based on the results of the hydraulic and hydrological study of Bay Park and the Village of East Rockaway, the NYRCR Plan for Bay Park and the Village of East Rockaway, and discussions with Nassau County, the Town of Hempstead, and the Village of East Rockaway, it became evident that one of the priority projects included the many outfalls that permit tidal surcharge to enter the existing drainage system and flood adjacent roadways. The project calls for the final design (remaining 70%) of eighteen (18) check valves at priority locations (See Table 1 below) to assist in alleviating this flooding. By installing check valves and pretreatment systems, storm water runoff quality will be improved and flooding will be minimized and/or eliminated during some storm events.

The final design of check valves at the below-listed locations will address flooding in three identified areas throughout the study area, Lawson Avenue, West Boulevard, and East Boulevard.

Table 1

Priority Order	Main Street	Cross Street	Municipality	Work Included in Construction Cost
1	North Blvd	Street End	Bay Park	Vortech Stormwater Treatment Chamber and In-line Check Valve in New Structure
2	Lawrence Street	Street End	Bay Park	Vortech Stormwater Treatment Chamber and In-line Check Valve in New Structure
3	Fulton Street W	Street End	Bay Park	CDS Hydrodynamic Separator, In-line Check Valve in New Structure, and Bulkhead Repair
4	Martin Street W	Street End	Bay Park	CDS Hydrodynamic Separator, In-line Check Valve in New Structure, and Bulkhead Repair
5	North Blvd	Rhame Ave	Bay Park	Vortech Stormwater Treatment Chamber and In-line Check Valve in New Structure
6	Adams Street	Btwn Cathy Rd and Lawson Ave	Village of East Rockaway	Vortech Stormwater Treatment Chamber and In-line Check Valve in New Structure
7	East Blvd	Btwn Sampson St E and Dewey St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
8	East Blvd	Btwn Dewey St E and Cooke St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
9	East Blvd	North Blvd	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
10	East Blvd	Sampson St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
11	East Blvd	Cooke St. E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
12	East Blvd	Sperry St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
13	East Blvd	Martin St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
14	East Blvd	Btwn Martin St E and Fulton St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
15	East Blvd	E Evans St	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
16	East Blvd	Bayview St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
17	East Blvd	Fulton St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve
18	East Blvd	Court St E	Bay Park	Filter Bag in Existing Structure and In-line Check Valve

### B. Base Map

The Firm shall advance the 30% Base Map through the collection of topographic and planimetric data required for the preparation of detailed contract plans, including, but not limited to the following; existing elevations obtained by cross sections at a maximum fifty foot stations with additional elevations on driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from information supplied by the respective sewer agency; buildings and other manmade structures shall be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan. Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

### **C. Preliminary Design Plans**

The firm shall develop an alignment on each of the Base Maps to reflect the 30% Preliminary Design Plans provided by the County. The check valve and storm water treatment system design shall utilize the Rational Formula, using rainfall intensity corresponding to design storms cited in the Bay Park/Village of East Rockaway Comprehensive Drainage Infrastructure Master plan, dated January, 2017. Each check valve and storm water treatment system location shall be separate sheets but it understood that all the checks valves and stormwater treatments systems will be grouped together to develop a complete set of bid documents.

1. Prepare preliminary graphic layout plans at a scale of 1"=20'. The graphic layout plans shall be in the current County standard.
2. Show on said plans the proposed alignment of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent).
3. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
4. Submit the preliminary plans for approval by the Commissioner.
5. The Firm will provide the County with ten (10) printed copies and one electronic version of the Preliminary Design Plans for review and comment. Nassau County will be given a minimum of two (2) weeks review time and, upon completion, will provide N&P with written comments. N&P will incorporate the resolution of comments into the Final Design Plans.

### **D. Final Detailed Drawings and Specifications**

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.
2. Prepare drawings, which shall include all plans, typical sections, structural details and detailed designs necessary to construct the project, and showing existing grades and proposed grades. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information gathered under Task H - Soils Investigations and Reports shall be incorporated into the Design Plans.
3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.
4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.
5. Prepare a final estimate of construction costs based on current prices for neat quantities.
6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.
7. The Firm will provide the County with ten (10) printed copies and one electronic version of the Final Design Plans and three (3) copies of the Construction Cost Estimate for review and comment. Nassau



County will be given a minimum of two (2) weeks review time and, upon completion, will provide N&P with written comments. N&P will incorporate the resolution of comments into the Final Design Plans.

**Division II**  
**Design Services**

**Lawson Avenue Drainage Improvements (Village of East Rockaway)**

Based on the results of the hydraulic and hydrological study of Bay Park and the Village of East Rockaway, the NYRCR Plan for Bay Park and the Village of East Rockaway, and discussions with Nassau County, the Town of Hempstead, and the Village of East Rockaway, it became evident that the highest priority location for drainage improvements is Lawson Avenue. Frequent flooding occurs at low points along Lawson Avenue due to high tides, especially during moon tides. The existing drainage system does not have the capacity to store the road runoff from any rain event occurring during high tidal events. Surface runoff is restricted from entering existing drainage inlets by the tidal surcharge (tidal waters are at or above the top of grates in most structures during this high tide) and existing drainage pipes are back-pitched and clogged with debris, which frequently causes flooding on Lawson Avenue and the adjacent roadways. Catch basin filter bags are present in the existing drainage system on Lawson Avenue and have contributed to the flooding issue. Due to their limited debris capacity these filter bags, frequently become filled with debris and clogged over time, preventing road runoff from enter the drainage system through the drainage grates.

This project will reconstruct the entire drainage system on Lawson Avenue and adjacent roadways, increase the size of pipes, install additional drainage structures to increase the system's capacity, and eliminate any back-pitched pipes. A new in-line check valve will be installed on Franklin Street to prevent tidal surcharge. A pretreatment structure will be installed to filter road runoff prior to accessing the check valve, preserving the service life of the check valve and eliminating debris from clogging the valve in addition to improving the quality of the storm water runoff. These catch basin filter bags will be not be installed in the proposed drainage system. Drainage grates with curb box inlets will be included in all catch basins to increase inlet capacity. The bulkheads on Franklin Street and on Malecon Street will be repaired and concrete splash guard will be installed at the Franklin Street bulkhead.

The improvements will also include milling off the top course asphalt and placing an asphalt overlaying on Lawson Avenue and adjacent roadways allowing road runoff to enter the new drainage system more efficiently. Concrete sidewalk, curb and gutter, and driveway aprons will also be reconstructed.

**B. Horizontal Control**

The Firm shall advance the 30% Horizontal Control and establish a precise base line with at least two ties into the Nassau County Geographic Information System (GIS), with a maximum error of closure of 1:50,000. The error of closure shall be distributed according to standard procedures and all angle points coordinated. Before the survey work is started, the Firm shall submit their procedure to the County for approval. The Firm shall use this base line as the reference line for locating all topography, and aboveground and underground facilities. The base line shall be monumented and referenced as necessary to later serve for laying out the construction. Traverse worksheets shall be submitted to the County for review, when completed. Where feasible, the theoretical grade line of the proposed improvement should be used for laying out the construction contract and for cross-sections. The theoretical grade line should be referenced to the aforementioned base line on the Coordinated Detail Map.

**C. Vertical Control**

The Firm shall advance the 30% Vertical Control and provide highest order vertical control system possible, with ties into the same two monuments of the Nassau County GIS as used for base line control, for topographic work and construction mapping. Benchmarks shall be established and documented within the project limits. They should be located in such a place so that they will not be destroyed by any anticipated construction work. Bench run worksheets shall be submitted to the County for review, when completed.

#### **D. Base Map**

The Firm shall advance the 30% Base Map through the collection of topographic and planimetric data required for the preparation of detailed contract plans, including, but not limited to the following: horizontal control line and benchmarks as referenced to work described in Tasks B and C; existing elevations obtained by cross sections at a maximum fifty foot stations with additional elevations on driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from information supplied by the respective sewer agency; buildings and other manmade structures shall be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan. Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

#### **E. Detail Map**

Prepare a CAD generated coordinated Detail Map to three decimal places, showing all property line data relative to the survey base line, the proposed center line (or theoretical grade line), the existing and proposed right-of-way lines, and all parcels within the project limits. Said parcels shall be completely defined as per deeds, filed maps or other legal descriptions. Parcels too large to fit on the sheet shall be shown completely by a reduced scale inset, with all boundary distances noted. This map shall be to a scale of one (1) inch equals twenty (20) feet, where possible, and shall include field measurements as well as computed values. Liber and Page of the document relating to the most recent ownership shall be shown on this map. Upon acceptance of the Final Detailed Construction Drawings and Specifications, the Consultant shall submit a reproducible copy of the Detail Map which shall indicate field ties in detail for all critical base line stations, as well as coordinates for all property corners involved in acquisition. These coordinates shall indicate existing field points, as well as final theoretical coordinates held. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

#### **F. Right-of-Way Maps**

1. Prepare a Right-of-Way Acquisition Map on 21 inch by 31-1/2 inch (border to border) standard size sheets showing the fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel to be acquired at a scale of one inch equals twenty feet (1"=20') in accordance with the current standards of the Nassau County Department of Public Works. Changes to this scale require prior County approval.
2. Type a description of each parcel to be acquired using the heading shown on the Property Data Form supplied by Nassau County DPW for each such parcel with information effective not more than thirty (30) days prior to the delivery of the said acquisition map to the Commissioner of the Department of Public Works ("Commissioner"). Descriptions should be delivered to the County on a computer disc.
3. Supply on a computer disc, a list for each parcel in "Microsoft Excel" or approved equivalent format, all in accordance with County requirements. The information supplied for each parcel shall include the parcel number, name of owner, address of parcel, section, block, and lot of the parcel, and, if applicable, address of absentee owner.

#### **G. Design Plans**

The firm shall develop an alignment on the Base and Coordinated Detail Map to reflect the 30% Preliminary Design Plans provided by the County. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to design storms cited in the Bay Park/Village of East Rockaway Comprehensive Drainage Infrastructure Master plan, dated January, 2017.

1. Prepare preliminary graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically. Changes to these scales require prior County approval. The graphic layout plans shall be in the current County standard with the vertical profile on the upper 1/4 of the drawing and the horizontal alignment on the lower 1/4.

Show on said plans the proposed alignment of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent).

2. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
3. Submit the preliminary plans for approval by the Commissioner.
4. Based upon a visual inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution.
5. The Firm will provide the County with ten (10) printed copies and one electronic version of the Preliminary Design Plans for review and comment. Nassau County will be given a minimum of two (2) weeks review time and, upon completion, will provide N&P with written comments. N&P will incorporate the resolution of comments into the Final Design Plans.
6. If necessary, and upon the written direction of the Commissioner, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the approval of the successful bidder by the Commissioner.
7. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon.

## **H. INTENTIONALLY BLANK**

### **I. Coordination with Public and Private Utilities**

1. Contact all public utility agencies and private utility companies known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations, and to determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance.

2. Perform the necessary liaison work associated with relocation of utilities. However, the Firm shall not be required to design such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities.

### **J. Final Detailed Drawings and Specifications**

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and

supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.

2. Prepare drawings, which shall include all plans, profiles, typical sections, structural details and detailed designs necessary to construct the project, and showing existing grades and proposed profile grades at least at every 50-foot station. Plans shall be prepared with the profile on the top half of the sheet and the plan view on the bottom half, and shall include all information for the particular station interval shown on the plan. Separate sheets for drainage, utility or contours will not be acceptable unless otherwise approved. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information shall be incorporated into the Design Plans.

3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.

4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.

5. Prepare a final estimate of construction costs based on current prices for neat quantities.

6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.

7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

8. The Firm will provide the County with ten (10) printed copies and one electronic version of the Final Design Plans and three (3) copies of the Construction Cost Estimate for review and comment. Nassau County will be given a minimum of two (2) weeks review time and, upon completion, will provide N&P with written comments. N&P will incorporate the resolution of comments into the Final Design Plans.

**The Firm shall adhere to the following requirements:**

- To avoid duplication of efforts, unless otherwise specified by GOSR in writing, the selected A/E firm will not conduct environmental review activities. It is presumed that GOSR will serve as lead agency for the purposes of NEPA and SEQRA. **The Firm will be required to coordinate with GOSR and its contractors in support of any environmental review activity, such as but not limited to, submitting project description/summary and design drawings, and providing review of draft permitting application forms.** Notwithstanding the above, Subrecipients will be responsible for securing and complying with all applicable, local, state and federal permits.
- Prepare a complete set of Final Contract Documents (drawings, specifications, and calculations), including an estimate of probable construction costs for use as the basis for advertising the construction project for bid.
- Prepare and submit any and all required permits.
- Assist the County during the construction bid process by attending the pre-bid site meeting, responding to bidder questions, issuing any necessary addenda, and reviewing bids received to determine technical

responsiveness.

- Attend the pre-construction meeting and review submittals for contract document compliance.
- Answer Requests for Information within 5 business days.
- Prepare agendas and attend meetings in accordance with Nassau County's requests.
- Perform site visits to ensure contract compliance, design intent, quality of workmanship, and material acceptance.
- Review Field Orders and Change Orders.
- Coordinate project activities with the activities of the County and other parties.

**Penalties for Non-Performance**

A design schedule, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the County and GOSR. If the design task are not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the County, payment will be withheld according to the payment schedule included in Appendix "B" - PAYMENT SCHEDULE.

**The County of Nassau reserves the right to modify the Scope of Work. Change Orders shall not be permitted unless specifically requested and approved by Nassau County.**

## II. DETAILED BUDGET

### CHECK VALVES

#### NELSON & POPE

	MANAGING PARTNER	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	CAUD TECH	SRL ENGINEERING TECHNICIAN	ADMINISTRATIVE	ENVIRONMENTAL PARTNER	ENVIRONMENTAL ANALYST	TOTAL HOURS
<b>TASKS</b>										
Survey, Preliminary and Final Design	4	28	64	64	12	0	0	2	8	160
<b>PART 1 TOTALS</b>	4	28	64	64	12	0	0	2	8	160

#### GdB (WBE)

	LICENSED LAND SURVEYOR - PROFESSIONAL	SURVEYOR PROJECT MANAGER	PARTY CHIEF	INSTRUMENT PERSON	SURVEY TECHNICIANS	JUNIOR SURVEY TECHNICIANS				TOTAL HOURS
<b>TASKS</b>										
Survey, Preliminary and Final Design	8	24	144	144	40	16	0	0	0	376
<b>PART 1 TOTALS</b>	8	24	144	144	40	16	0	0	0	376



#### Gadeon GRC (MBE)

	MANAGING PARTNER	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	CAUD TECH	SRL ENGINEERING TECHNICIAN	ADMINISTRATIVE	ENVIRONMENTAL PARTNER	ENVIRONMENTAL ANALYST	TOTAL HOURS
<b>TASKS</b>										
Survey, Preliminary and Final Design	10	56	104	104	56	24	8	0	0	358
<b>PART 1 TOTALS</b>	10	56	104	104	56	24	8	0	0	358

Note: Field Survey Crews billing rates are subject to compliance with the NYS Labor Wage Rates

# LAWSON AVENUE

## NELSON & POPE

	 									TOTAL HOURS
TASKS	MANAGING PARTNER	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	CADD TECH	SR. ENGINEERING TECHNICIAN	ADMINISTRATIVE	ENVIRONMENTAL PARTNER	ENVIRONMENTAL ANALYST	
I B Horizontal Control				0	0	0	0	0	0	0
I C Vertical Control				0	0	0	0	0	0	0
I D Base Map	2	2	4	0	4	10	0	0	0	22
I E Detail Map	2	0	0	0	0	0	0	0	0	2
I G Design Plans	24	64	230	180	150	72	40	8	48	736
I I Coordination With Public Utilities	4	0	10	6	0	0	0	0	0	26
I J Final Detail Drawings and Specifications	24	20	92	84	72	60	38	2	6	406
PART 2 TOTALS	56	106	316	260	236	142	78	10	54	1266

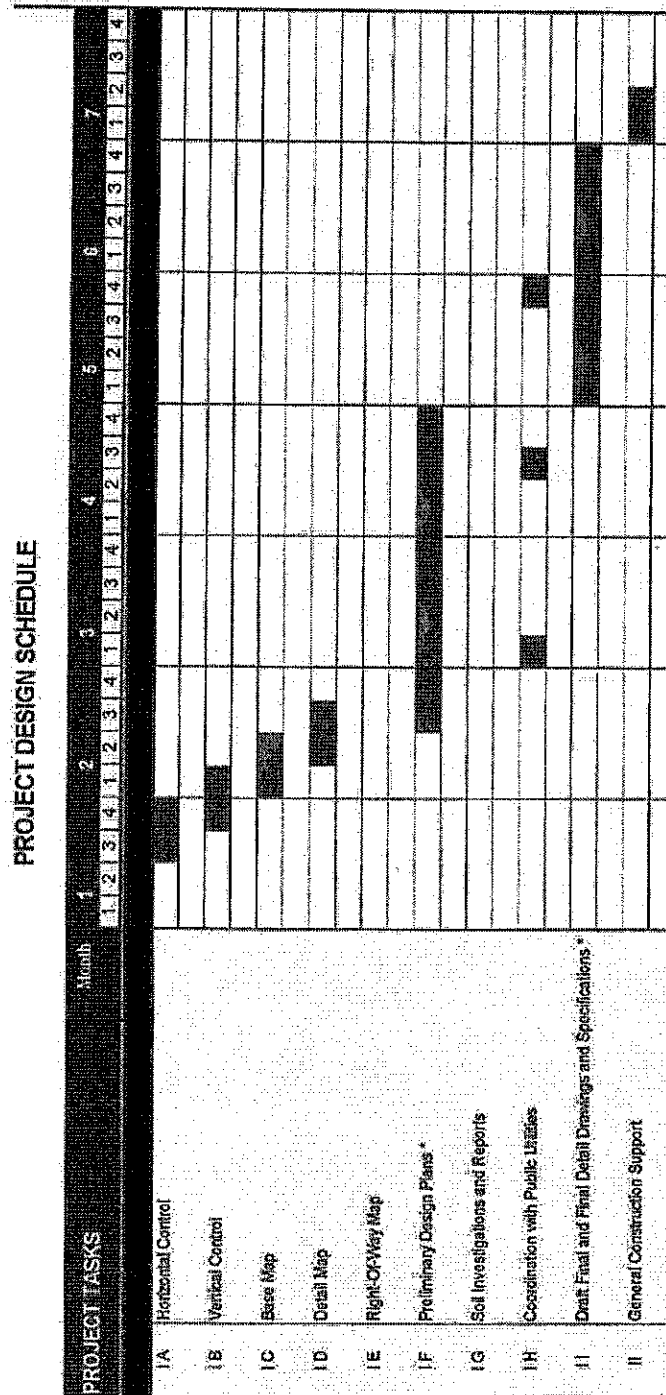
## HIRANI ENGINEERING

	LICENSED LAND SURVEYOR - PRINCIPAL	SURVEYOR PROJECT MANAGER	PARTY CHIEF	INSTRUMENT PERSON	SURVEY TECHNICIANS	JUNIOR SURVEY TECHNICIANS				TOTAL HOURS
TASKS										
I B Horizontal Control	2	6	12	12	4					36
I C Vertical Control	2	6	10	10	6					34
I D Base Map	2	4			6					12
I E Detail Map	2	12	72	72	40					198
PART 2 TOTALS	2	8	12	12	6	0		0		36

Note: Field Survey/Crews Billing rates are subject to compliance with the NYS Labor Wage Rates

Exhibit B

**Project Schedule**  
*Notice to Proceed Expected January, 2017\**



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

Changes to the Timeline will be published at <http://www.nassaucountyny.gov/3886/NYS-GOSR-Community-Reconstruction-Program>.





## Appendix A Contract for Services



THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at Fifteen Fifty Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Nelson & Pope Engineers & Surveyors, a consulting firm, having its principal office at 572 Walt Whitman Road, Melville, NY 11747 (the "Firm or the "Contractor").

This project is made possible in part by a grant from the Housing Trust Fund Corporation (HTFC), which is funded through Community Development Block Grant – Disaster Recovery (CDBG-DR) from the U.S. Department of Housing and Urban Development (HUD), and a 2014 Consolidated Funding Application award by Empire State Development.

For the purposes of this contract, the HTFC hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

The contract goals required for Section 3 businesses and residents are consistent with the percentages set forth in 24 CFR Part 135, subsection 135.30: 30% of the total number of new hires directly related to the GOSR CDBG-DR-funded project should be Section 3 residents; and 10% of the total dollar amount of all construction contracts directly related to the CDBG-DR-funded project should be awarded to Section 3 business concerns; or 3% of the total dollar amount of all non-construction contracts directly related to the GOSR CDBG-DR-funded project should be awarded to Section 3 business concerns.

A "Section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended. For the purposes of Section 3 of the HCDA, low-income persons are defined as families (including single persons) whose incomes do not exceed 80% of the median income for the area, and very low-income persons are defined as families (including single persons) whose incomes do not exceed 50% of the median income for the area.

A "Section 3 business" is a business that can provide evidence that it meets one of the follow criteria: 1) 51% or more owned by Section 3 residents; or 2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or 3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

### WITNESSETH:

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

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

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

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

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate twelve (12) consecutive calendar months from the Commencement Date ("Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the County, in its sole discretion, shall have the right to extend this Agreement at any time, for an additional period of up to six (6) months, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services

(a) The services to be provided by the Firm under this Agreement, for ~~Beech Street/Park Street-Complete Streets and Drainage Improvements Bay Park and Village of East Rockaway Drainage Improvements Final Design~~ shall consist of those specific work divisions and deliverables related to this project as more particularly described in the "Detailed Scope and Budget," attached hereto and hereby made a part hereof as Exhibit "A".

(b)

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Appendix "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not exceed **Two Hundred Sixty-Three Thousand Three Hundred Sixty Eight Dollars (\$263,368.00)**.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Contractor

Agent”), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word “Person” means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

7. Compliance with Law.

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

(b) This contract is subject to:

(c) Nassau County – NYS Governor’s Office of Storm Recovery (Subrecipient Agreement NIFS# CQPW14000028) NIFS date 09-30-14, Nassau County Comptroller Certification 10-24-14, an applicable amendments thereto.

(d) Exhibit E, which is part of the SRA

HUD Section 3 Section 3 HUD Act of 1968 implemented by the regulations set forth in 24 CFR 135

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

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

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

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

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

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

excerpts, copies and transcriptions.

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

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

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

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

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, State of New York and its Division of the Governor's Office of Storm Recovery, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Firm or a Contractor Agent provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

10. Insurance.

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

(b) Acceptability; Deductibles; Sub-consultants. All insurance obtained and maintained by the Firm

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

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

#### 11. Assignment; Amendment; Waiver; Subcontracting.

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

#### 12. Termination

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

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

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

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

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

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

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

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

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

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

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

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this

Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law's provisions thereof.

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

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

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

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

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

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

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

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

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

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venture associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venture associated for



the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venture hereunder.

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

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

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

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

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

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

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

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

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

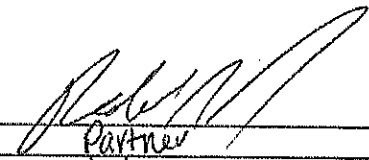
25. The Contractor has the right to rely upon the accuracy and thoroughness of information provided to Contractor by the County or unrelated third parties.

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

{Remainder of page intentionally left blank}

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

FIRM Nelson & Pope Engineers' Surveyors

By:   
Name: \_\_\_\_\_  
Title: Partner  
Date: 11/5/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

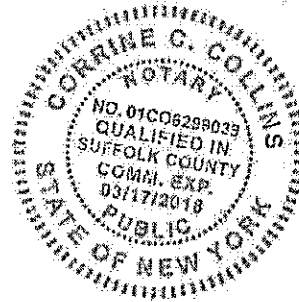
COUNTY OF NASSAU)

Suffolk e

On the 5 day of January in the year 2018 before me personally came  
Robert Nelson Jr. 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 Partner of  
Nelson & Pope, 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

Corrine C. Collins



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ 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 a Deputy County Executive of the County of  
Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she  
signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

**Appendix B**  
**PAYMENT SCHEDULE**

Division I.      DESIGN SERVICES

A. For the services described in Exhibit A, Division I- Various Check Valve and Stormwater Treatment Device – Final Design, the Firm shall be paid an amount not to exceed One Hundred Thousand Two Hundred Seventy Dollars (\$100,270.00).

Payment is to be made upon acceptance of firm's submission of the work. Partial submissions of completed sections of the work may be made. The Firm agrees to pay its field survey personnel no less than the rates set forth in the current 29 New York State Department of Labor Schedule of Prevailing Wage, as well as any established supplemental rates and benefits. However, with regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use. The multiple shall be understood to include the supplemental rates and benefits.

Division II.      DESIGN SERVICES

A.      Design Surveys

B.      For the services described in Exhibit A, Division II, Task B. - Horizontal Control, the Firm shall be paid the on the basis of Fifty Cents (\$0.50) per linear foot of traverse.

C.      For the services described in Exhibit A, Division II, Task C. - Vertical Control, the Firm shall be paid on the basis of Fifty Cents (\$0.50) per linear foot of traverse.

D.      For the securing and plotting of all surveys and topographic data for maps described in Exhibit A, Division II, Task D.- Base Map, the Firm shall be paid on the basis of Fifty Cents (\$0.50) per foot for all work within 200 feet of each side of the base line, applies to above or below water (base line to run through center of culvert). The Firm shall be paid an additional Fifty Cents (\$0.50) per foot for topography more than 200 feet from this base line. The Firm shall be paid an additional NA per acre for topography under water over 200 feet from this base line.

E.      For the services described in Exhibit A, Division II, Task E.- Detail Map, the Firm shall be paid on the basis of Three Dollars (\$3.00) per foot for all work within 200 feet on each side of the baseline. **The firm shall be paid an additional Three Dollars (\$3.00) per foot for all work extending more than 200 feet from each side of the base line.**

Payment is to be made upon acceptance of firm's submission of the work. Partial submissions of completed sections of the work may be made.

The Firm agrees to pay its field survey personnel no less than the rates set forth in the current New York State Department of Labor Schedule of Prevailing Wage, as well as any established supplemental rates and benefits. However, with regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use. The multiple shall be understood to include the supplemental rates and benefits.

F. Right-of-Way Maps

N/A.

G. and J. Design Plans

For design services required under Exhibit A, Division II, Task G, Design Plans, and Task J, Final Detailed Drawings and Specifications and the Firm shall receive a fee of One Hundred Twenty-Eight Thousand Three Hundred Ten Dollars (\$128,310.00) for a project having a net construction cost of Two Million Seven Hundred Thirty Dollars (\$2,730,000.00).

The Net Construction Cost shall be the actual total construction cost of the project, exclusive of the fees of the Firm, land acquisition, and/or legal expense. This design fee shall be used as a basis of computing partial payments to the Firm during the progress of the work.

Progress Payments for Design Services

(1) During the progress of the preliminary plans as per Exhibit A, Division II, Task G, the Firm shall be paid in monthly installments up to 40% of the design fee for the Design Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.

(2) During the progress of the design for a construction contract as per Exhibit A, Division II, Task G, the Firm shall be in monthly installments up to an accumulated total of 80% of the design fee as determined by the percentage of work completed shown by the monthly progress reports and approved by the Commissioner. When the design for a construction contract is submitted to the Commissioner for approval, the Firm shall be paid any additional sum necessary to bring the payments up to 80% of the design fee as outlined above.

(3) When the design for a construction contract has been fully completed and all necessary work has been accepted by the Commissioner, the Firm shall be paid an additional sum equal to 5% of the said design fee.

(5) Upon completion of all construction contract work based on the Plans prepared by the Firm and the work accepted by the County, an additional sum to bring the final payment up to 100% of the design fee.

I. For services described in Exhibit A, Division II, Task I, Coordination with Public and Private Utilities, the Firm shall be paid on the basis of Two point Six Five (2.65) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed One Thousand Dollars (\$1,000.00).

**Inspection Services during Construction are not included in this Agreement**

2.

**Item IV Part E. SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES**

The Firm shall be further reimbursed for the actual out-of-pocket expenses for sub-consultants and subcontractors when authorized in writing by the Commissioner.

**Item IV Part F. OUT-OF-POCKET EXPENSES**

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

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

**G. PAYMENTS TO THE FIRM**

a. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. 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 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.

At no time shall the salary times multiple exceed one hundred and sixty-five dollars (\$165.00) per hour for any employee or principal while engaged in a technical service.

b. 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 written approval of the Commissioner is required. If the Firm hires new employees to work on this project, such employees' names, their titles and proposed salaries, must receive prior written approval from the Commissioner.

c. Claims for services performed shall be submitted monthly 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.



PLEASE SEE PDF OF COMPLETED FORMS

Appendix C

DISCLOSURE STATEMENT

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

**Appendix D**  
**STANDARDS FOR PUBLIC OUTREACH AND MEETINGS**

1. The selected proposer shall attend up to twelve (12) Project coordination meetings and prepare, coordinate and attend public meetings and related events, both within and external to the County.
2. The selected proposer shall prepare meeting minutes and/or event highlights, and follow-up with various parties affiliated with the Project, as needed or as directed by the County, both within and external to the County. Meeting minutes and/or event highlights shall be submitted to the County for review and approval within ten (10) days after the meetings or events. The selected proposer shall make any corrections or changes to the meeting minutes and/or event highlights, as delineated by the County. Any necessary actions to follow-up shall be conducted in a timely fashion.
3. Any necessary actions to follow-up shall be conducted in a timely fashion.
4. The selected proposer shall provide only the minimum number of personnel required to effectively perform this task at each meeting or event. The selected proposer shall notify the County as to which personnel should be required to attend. The County may choose to limit, at its discretion, what selected proposer personnel may attend any given meeting or event. Such decisions shall be provided to the selected proposer, in writing, prior to the meeting or event.
5. The selected proposer shall prepare meeting and event notices.
6. The selected proposer shall prepare all presentation and demonstrative materials, including but not limited to maps, information packets, comment cards, electronic presentations, and any other materials needed for all meetings.
7. All notices and materials shall be submitted to the County for approval prior to the dissemination of such material. Upon written approval by the County, the selected proposer shall disseminate Public Outreach meeting or event notices to all stakeholders, civic and religious groups and local legislators at least one (1) week prior to each Public Outreach meeting or event. Additionally, the selected proposer shall disseminate Public Outreach meeting and event notices as the County directs, but at a minimum, through a local media outlet for at least one (1) week prior to each Public Outreach meeting or event.
8. The County may choose to create one or more advisory and/or stakeholder committee(s). The selected proposer shall assist the County in the selection of members for any such committee.

The substance for each event shall be determined in coordination with, and at the sole direction of the County.

## **Appendix E**

### **STANDARDS FOR PREPARING AND SUBMITTING DELIVERABLES**

(To be completed as part of RFP and updated as needed in the Contract)

1. The selected proposer shall submit all deliverables in draft form to the County for County and any other applicable agency review.
2. The selected proposer shall submit ten (10) hardcopy and one (1) electronic version of all deliverables and draft deliverables.
3. All deliverables and draft deliverables shall be reviewed by the County, and any other applicable or appropriate agencies for a period of no less than thirty (30) days. The County reserves the right to extend this review period. Upon completion of the review, the County shall submit comments and/or changes and the selected proposer shall incorporate said comments and/or changes.
4. Final deliverables to the County may need to contain mandatory language and disclaimers pertaining to federal and state requirements. Such language and disclaimers, if applicable, shall be provided to the selected proposer by the County prior to the submission of any and all final deliverables.

**PLEASE SEE PDF OF COMPLETED FORMS**

**Appendix F**

**PROGRAM DESCRIPTION AND STAFFING**

**(To be completed as part of RFP and updated as needed in the Contract)**

**PLEASE SEE PDF OF COMPLETED FORMS**

**Appendix G**

**BUSINESS HISTORY FORM**

**(To be completed as part of RFP and updated as needed in the Contract)**

**PLEASE SEE PDF OF COMPLETED FORMS**

**Appendix H**  
**PRINCIPAL QUESTIONNAIRE FORM**

**PLEASE SEE PDF OF COMPLETED FORMS**

**Appendix J**  
**Equal Employment Opportunities for Minorities and Women**

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

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions.

In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

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

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

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

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

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

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

(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. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

(h) \_\_\_\_

(i) 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.

(j) 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.

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

(l) 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 J, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(m) 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 J 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").

(n) 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. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements

therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract. For procurement with CDBG-DR funds, subrecipients shall not enter into any agreements with any agency or individual to assist in effectuating the activities of the subrecipient agreement without the written consent of GOSR prior to the execution of such agreement.

As used in this Appendix J 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 J.

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort



Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix J 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 J 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 J, the term "Subcontractor" shall mean a person or firm who

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

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

Appendix K  
NASSAU COUNTY GIS BASEMAP LICENSE AGREEMENT

CONSULTANT DATA LICENSE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), dated as of <date>, among (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 160 Old Country Road, Mineola, New York 11501 (the "Department"), (ii) <Licensee Organization>, <Licensee Address>, <Licensee City, State, ZIP> (the "Licensee") and (iii) <Contracting Organization>, <Address>, <City, State, ZIP> (the "Contracting Organization").

1. Term. This Agreement is effective from the date of execution and will remain in effect until completion of Licensee's contracted activity or until terminated by the County, the Contracting Organization, or the Licensee.

2. Contract Definitions.

(a) "Basemap" shall mean any and all components of the digital files that comprise the Nassau County Geographic Information System ("NCGIS"), regardless of format, media or content. This shall include any digital data distributed under this Agreement, regardless of its original source or format. The Basemap is the Official Basemap for the NCGIS.

(b) "Licensee" shall mean the organization identified on the face page of this License.

(c) "Multi-Participant Organization" shall mean a town, village, city, special district, or other political subdivision located within the County, or a federal or state agency, with a "Nassau County Basemap License Agreement" in effect.

(d) "Contracting Organization" shall mean (i) an agency or department of the County with a signed "Inter-Departmental Memorandum of Understanding" made in connection with or relating to the Basemap or (ii) a Multi-Participant Organization.

(e) "Derivative Products" shall mean all works created by the Licensee which are based upon or incorporate all or part of the Basemap, such as a revision, modification, translation, abridgment, condensation, expansion, collection, compilation, or any other form in which the Basemap may be recast, transformed, or adopted.

(f) "Technical Committee" shall mean the committee established for technical oversight of Nassau County GIS. The Nassau County GIS Coordinator chairs this committee.

3. License; Use of the Basemap. (a) The County grants the Licensee a non-exclusive license to use the Basemap in accordance with the terms and conditions of this Agreement.

(b) The Licensee agrees to use the Basemap, including, without limitation, the data contained therein, solely for the purpose of performing its contract with the Contracting Organization. All such activity must be in conformance with the "Nassau County Basemap License Agreement" or the "Inter-Departmental Memorandum of Understanding" between the County and the Contracting Organization. Under no circumstances is information from NCGIS to be used for any other function or purpose within or by the Licensee or anyone in the Licensee's organization. Upon completion of the contracted activity with the Contracting Organization, Licensee shall cease all use of the County's data and return all copies of said data.

(c) The provisions of this section shall survive termination of this Agreement.

4. Modifications of the Basemap. (a) All proposed changes or modifications to the Basemap shall be reported to the Technical Committee within a reasonable period of time. Reporting standards are defined in the "Guide to Multi-Participant Activities."

(b) The Licensee shall designate a single representative who will coordinate the submission of all such change requests.

5. Licensee Created Data. The County reserves the right to incorporate any Licensee created data into the County's database upon request, or upon completion or termination of the Licensee's contract with its Contracting Organization. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the "NCGIS Geographic Data Standards" or in a mutually agreeable format.

6. Distribution of the Basemap. The Basemap is to be retained by the Licensee while performing services for its Contracting Organization. In no instance is the Basemap to be sold, leased, copied, loaned, or transferred, in whole or part, to any person or entity including a government or political subdivision. Any release of information made in connection with a request under the Freedom of Information Law or similar laws that is associated with the use of or contents of the Basemap must be authorized by the County in writing prior to the release of any information associated with said request.

7. Ownership. This Agreement does not constitute a transfer of title or interest in the Basemap. Any portion of the Basemap that is modified or merged into another computer file or program by the Licensee, or is integrated with other programs or data to form Derivative Products, shall continue to be subject to the provisions of this Agreement. The County retains sole ownership of the Basemap, including all portions and contents thereof, and the County shall be the sole owner of all

## Derivative Products.

8. Copyright. All publications using any of the Basemap files for release to the public or others outside the Licensee's organization must include the notices hereinafter set forth. Such publications include all paper or film plots made using the copyrighted files, and reports, or derivative works, except those that are working copies and which are not released outside of the Licensee's organization. The notice shall read as follows:

BASEMAP COPYRIGHT, 2011, COUNTY OF NASSAU, N.Y.

Upon notification of any changes in copyright requirements, the Licensee will make said changes to all subsequent maps or reports, as required.

9. License Usage Requirements. The Licensee represents that it has a valid contract with a Contracting Organization and such contract requires the use by the Licensee of the Basemap. The Licensee further represents that, to the best of the Licensee's knowledge after due inquiry, the Contracting Organization, with which the Licensee has the contract, is either currently authorized or is actively engaged in efforts to become authorized to use the Basemap. The effectiveness of this agreement is conditioned upon the execution by the Contracting Organization of its signature page to this Agreement, which signature page includes a certification.

10. Independent Contractor. The Licensee is an independent contractor of the County. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee 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).

11. No Arrears or Default. The Licensee 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.

## 12. Compliance With Law.

(a) Generally. The Licensee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. 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) 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 Licensee acknowledges that Licensee Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Licensee of such request prior to disclosure of the Information so that the Licensee may take such action as it deems appropriate.

(c) Protection of Client Information. The Licensee further acknowledges that in the course of this Agreement the Licensee may have access to and/or be in possession of proprietary or confidential information of the County. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. The Licensee agrees to use the Confidential Information solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the County's consent. The Licensee shall maintain the Confidential Information of the County in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Access to Confidential Information shall be restricted to those of the party's personnel with a need to know and engaged in a permitted use.

The foregoing shall not prohibit or limit the Licensee's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (1) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. The Licensee shall not use the Confidential Information of the County for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. The Licensee may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the Licensee and County relating to Licensee's Services for the County or this Agreement.

The provisions of this subsection shall survive the termination of this Agreement.

13. Minimum Service Standards. Regardless of whether required by Law: (a) The Licensee shall, and shall cause Licensee 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 Licensee shall conform to the latest version of the NCGIS Geographic Data Standards. The Licensee shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Licensee operates. The Licensee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Licensee Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or impending termination of this Agreement the Licensee 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 Licensee's responsibilities under this Agreement.

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

14. Indemnification; Defense; Cooperation. (a) The Licensee 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 negligent acts or omissions of the Licensee or a Licensee Agent.

(b) The Licensee shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Licensee'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 Licensee is responsible under the Licensee's indemnification obligations, the Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) **The Licensee shall, and shall cause Licensee 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 Licensee and/or a Licensee Agent in connection with this Agreement. In such event, so long as there are no allegations of negligence against Firm or Contractor Agents, the Firm and Contractor Agents shall be compensated at their standard hourly rates.**

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

15. Disclaimer. (a) The County makes no claim as to the accuracy of the

Basemap and its associated data tables and assumes no responsibility for their positional or content accuracy. The Contractor has the right to rely upon the accuracy and thoroughness of the Basemap and its associated data tables.

The County makes no claim as to the ability of the Basemap to fulfill the application requirements of the Contracting Organization or Licensee.

**(b) In providing data or access to data, the County assumes no obligation to assist the Licensee in the use of the data or in the development, use, or maintenance of any applications applied to the data.**

**(c) The County assumes no responsibility for the accuracy of any subsequent copies of the licensed data, made and distributed within the Licensee's organization.**

16. 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.

17. Termination. This Agreement may be terminated (i) for any reason by any party to this Agreement upon thirty (30) days' written notice and/or (ii) for "Cause" by the County. Termination is effective thirty (30) days from the receipt of such notice, except where such termination is for Cause. Where termination is for Cause, termination is effective immediately upon receipt of such notice. Upon such termination, the Licensee must cease use of all licensed data and return the same to the County.

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 services to which this Agreement or related agreements relate.

18. Accounting Procedures; Records. The Licensee 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 Licensee 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.

19. 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.

20. 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 of Information Technology, at the address specified above for the Department, (ii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, (iii) if to the Licensee, to the attention of the person who executed this Agreement on behalf of the Licensee at the address specified above for the Licensee, and (iv) if to the Contracting Organization, to the attention of the person who executed this Agreement on behalf of the Contracting Organization at the address specified above for the Contracting Organization, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

22. 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.

23. 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.

**Appendix L**

**EXHIBIT E**

**SUPPLEMENTARY CONDITIONS FOR CONTRACTS**

**Appendix M**  
**EXECUTIVE ORDER NO. 2 -**  
**2015**

EXECUTIVE  
ORDER  
PURSUANT TO  
SECTION 203  
OF THE  
COUNTY  
GOVERNMENT  
LAW OF  
NASSAU  
COUNTY TO  
FURTHER  
DISCLOSURE  
BY THOSE  
DOING  
BUSINESS  
WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system with ~~50~~ thirty days after the lobbyist ceases the

activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April

1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

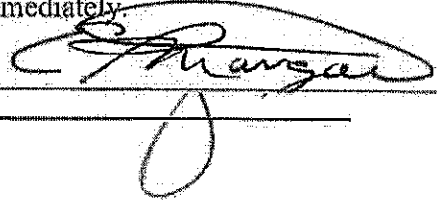
ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined

reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: \_\_\_\_\_



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PLEASE SEE PDF OF  
COMPLETED FORMS

COUNTY OF NASSAU

PLEASE SEE PDI OR COMPLETED FORMS

NO TEXT ON THIS PAGE

# REQUEST FOR WAIVER FORM

<b>INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.</b>			
Offeror/Contractor Name:		Federal Identification No.:	
Address:		Solicitation/Contract No.:	
City, State, Zip Code:		M/WBE Goals: MBE	% WBE %
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.			
Contractor is requesting a:			
1. MBE Waiver – A waiver of the MBE Goal for this procurement is requested.		Total	Partial
2. WBE Waiver – A waiver of the WBE Goal for this procurement is requested.		Total	Partial
3. Waiver Pending ESD Certification -- (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.)		Date of such filing with Empire State Development: _____	
PREPARED BY (Signature):		Date:	
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.			
Name and Title of Preparer (Printed or Typed):		Telephone Number:	Email Address:
Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit:		***** FOR AGENCY USE ONLY *****	
New York State Governor's Office of Storm Recovery 25 Beaver Street, 5 <sup>th</sup> Floor New York, NY 10004		REVIEWED BY:	DATE:
Email to: MWBE_EEOReports@stormrecovery.ny.gov		Waiver Granted: YES	MBE: WBE:
		Total Waiver ESD Certification Waiver Notice of Deficiency Issued	Partial Waiver *Conditional
		*Comments:	



## REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.

### Instructions for Certification

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

## APPENDIX J

### 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.

**EXHIBIT E**

**SUPPLEMENTARY CONDITIONS FOR CONTRACTS**

Rev. 2/27/17



## DEFINITIONS

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“GOSR”: Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

“Subrecipient”: \_\_\_\_\_

“Contractor”: \_\_\_\_\_

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Subrecipient” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

## ORDER OF PRECEDENCE

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In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) Part I: Required Federal Provisions; then
- (2) Part II: Required State Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

## **PART I: REQUIRED FEDERAL PROVISIONS**

---

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

### **GENERAL CONDITIONS**

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. **BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. **REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 24 C.F.R. § 570.507.

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, GOSR, and the Subrecipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. **DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify the Subrecipient and GOSR should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

7. **CONFLICTS OF INTEREST.** The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. **SUBCONTRACTING.** The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

9. **ASSIGNABILITY.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

10. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

11. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property and the Contractor

shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

**12. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).**

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

**13. LOBBYING (Applicable to contracts exceeding \$100,000).** The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000).** The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**15. ACCESS TO RECORDS.** The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

**16. MAINTENANCE/RETENTION OF RECORDS.** Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 1 of the Required State Provisions herein is also satisfied.

### **CIVIL RIGHTS AND DIVERSITY PROVISIONS**

**17. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-

Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

**19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Contractor shall comply with

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

**21. AGE DISCRIMINATION ACT OF 1975.** The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**22. NONDISCRIMINATION.**

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order



11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR 60-4.3)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or

through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each

Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with

other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000).** The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000).** The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;

6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  8. Activities sponsored by the Contractor including social or recreational programs; and
  9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**  
**(Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of



contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

**26. FAIR HOUSING ACT.** Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

### **LABOR PROVISIONS**

**27. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts).** Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers).** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

**29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).**

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_12586.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

**ENVIRONMENTAL PROVISIONS**

**30. ENERGY EFFICIENCY.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**31. SOLID WASTE DISPOSAL.** Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.**

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);

- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency ("EPA") regulations at 40 C.F.R. Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

## PART II: REQUIRED STATE PROVISIONS

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The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records, including all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the completion of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.
2. **NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.
3. **INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.
4. **NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

**5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, 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 Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Subrecipient's contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- B. At the request of the Subrecipient or GOSR, 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, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this 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.

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment



outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.** Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

**7. PROPRIETARY INFORMATION.** All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

**8. COPYRIGHT.** If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

**9. ENVIRONMENTAL LAWS.** Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

**10. SECTION HEADINGS.** The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

**11. COUNTERPARTS.** This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

**12. GOVERNING LAW.** This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

**13. WORKERS' COMPENSATION.** This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**14. NO ARBITRATION.** Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**15. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Subrecipient's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**16. NON-COLLUSIVE BIDDING CERTIFICATION.** If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

**17. LOBBYING REFORM LAW DISCLOSURE.** If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

**18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**19. GENERAL RESPONSIBILITY LANGUAGE.** The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

**20. SUSPENSION OF WORK (for Non-Responsibility).** The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

**21. TERMINATION (for Non-Responsibility).** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

**22. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or

extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

### PART III: INSURANCE

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A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
>\$10M - \$50M	\$5,000,000	\$5,000,000
>\$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.
- B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.
- C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without

advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

## PART IV: REPORTING

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**Elation Systems, Inc.** is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at [stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov](mailto:stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov).

## **CONTRACTOR OR SUBCONTRACTOR'S SECTION 3 PLAN, IF REQUIRED**

(Required if either contract exceeds \$100,000)

### **Section 3 Plan Format**

Nelson & Pope Engineers & Surveyors agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Bay Park and the Village of East Rockaway.

- A. To ascertain from the locality's Disaster Recovery CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \*To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. \*To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken. \*Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of Nelson & Pope, Engineers & Surveyors, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.



Signature  
Partner

Title

12/18/2017  
Date

Signature

Title

Date



**CONTRACTOR/SUBCONTRACTOR'S SECTION 3 TABLES A & B, IF REQUIRED****TABLE A****PROPOSED SUBCONTRACTS BREAKDOWN**

FOR THE PERIOD COVERING \_\_\_\_\_ 20\_\_ THROUGH \_\_\_\_\_ 20\_\_


(Duration of the CDBG-Assisted Project)

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>	<b>COLUMN 4</b>	<b>COLUMN 5</b>
<b>Type Of Contract (Business or Profession)</b>	<b>Total Number of Contracts</b>	<b>Total Approximate Dollar Amount</b>	<b>Estimated Number Of Contracts to Project Area Businesses*</b>	<b>Estimated Dollar Amount of Project Area Businesses*</b>
Gedeon GRC Consulting	1	\$40,640.00		
Gayron de Bruin Land Surveying & Engineering	1	\$39,720.00		
Hirani Engineering	1	\$29,350.00		

\*The Project Area is coextensive with the City of the Town of Hempstead and Village of East Rockaway's boundaries.

Nelson & Pope, Engineers & Surveyors  
Company

Bay Park/Village of East Rockaway Drainage Improvements – Final Design S82017-02D  
Project Name Project Number

  
EEO Officer (Signature)

12/18/2017  
Date

**TABLE B****ESTIMATED PROJECT WORKFORCE BREAKDOWN**

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>	<b>COLUMN 4</b>	<b>COLUMN 5</b>
<b>Job Category</b>	<b>Total Estimated Positions</b>	<b>No. Positions Currently Occupied By Permanent Employees</b>	<b>No. Positions Not Currently Occupied</b>	<b>No. Positions To Be Filled w/LIPAR*</b>
Officers/Supervisors	2	2	0	0
Professionals	4	4	0	0
Technicians	4	4	0	0
Housing Sales/Rental/Mgmt.				
Office Clerical	1	1	0	0
Service Workers				
Others				

**TRADE:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

**TRADE:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

\*Lower Income Project Area Residents. Individuals residing within Bay Park /Village of East Rockaway whose family income does not exceed 80% of the median income in the State.

Nelson & Pope, Engineers & Surveyors  
Company

## M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

**Offeror's Name:** N&P Engineers & Land Surveyor, PLLC  
(d/b/a Nelson & Pope Engineers & Surveyors)

**Address:** 572 Walt Whitman Road

**City, State, Zip Code:** Melville, NY 11747

**Region/Location of Work:** Nassau County

**Federal Identification Number:** 11-3551992

**Solicitation Number:** RFP No. PW-S82017-02D

**Telephone Number:** (631) 427-5665

**M/WBE Goals in the Contract:** MBE 15 % WBE 15 %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and Intended performance dates of each component of the contract.
A. Gedeon GRC Consulting 6901 Jericho Tpke., Suite 216 Syosset, NY 11791 (516) 873.7010	NYS ESD CERTIFIED <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE	11-3571406	Engineering Services	\$40,640.00
B. Gayron de Bruin Land Surveying and Engineering PC 11 Union Ave Bethpage, NY 11714 (516) 579-3111	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	27-4429063	Surveying Services	\$39,720.00

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).

PREPARED and APPROVED BY:

REVIEWED BY:

DATE:

NAME AND TITLE OF PREPARER (Print or Type):

Ruseel Z. Scott, PE, Partner

Signature:

Authorized Signature

DATE:

TELEPHONE NO: (631) 427-5665

EMAIL ADDRESS: rscott@nelsonpope.com

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO Date:

Contract No:

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO  
Date: \_\_\_\_\_

NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO  
Date: \_\_\_\_\_

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 6 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

# **M/WBE UTILIZATION PLAN**

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

**Offeror's Name:** N&P Engineers & Land Surveyor, PLLC  
(d/b/a Nelson & Pope Engineers & Surveyors)

**Address:** 572 Walt Whitman Road

**City, State, Zip Code:** Melville, NY 11747

**Region/Location of Work:** Nassau County

**Federal Identification Number:** 11-3551992

**Solicitation Number:** RFP No. PW-S82017-02D

**Telephone Number:** (631) 427-5665

**M/WBE Goals in the Contract:** MBE 15 % WBE 15 %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A. Hiran Engineering 30 Jericho Executive Plaza, Suite 200C Jericho, NY 11753 (516) 285-7999	NYS ESD CERTIFIED <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE	11-3467754	Surveying Services	\$29,350.00
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

**6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).**

**PREPARED and APPROVED BY:**

**NAME AND TITLE OF PREPARER (Print or Type):**

Ruseel Z. Scott, PE, Partner

**Signature:**

Authorized Signature

**DATE:**

**TELEPHONE NO:** (631) 427-5665

**EMAIL ADDRESS:** rscott@nelsonpope.com

**REVIEWED BY:**

**DATE:**

**UTILIZATION PLAN APPROVED:** ☐ YES ☐ NO **Date:**

**Contract No:**

**Contract Award Date:**

**Estimated Date of Completion:**

**Amount Obligated Under the Contract:**

**NOTICE OF DEFICIENCY ISSUED:** ☐ YES ☐ NO  
**Date:**

**NOTICE OF ACCEPTANCE ISSUED:** ☐ YES ☐ NO  
**Date:**

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

## M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** This form is submitted at the time of bid or RFP submittal or within a reasonable time thereafter as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Subrecipient Name:	Nassau County Department of Public Works	Project Name:	Bay Park/Village of East Rockaway Drainage Improvements – Final Design
Offeror's Name:	N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope Engineers & Surveyors)	Federal ID Number:	11-3551992
Address:	572 Walt Whitman Road	Contract Number (if applicable):	S82017-02D
City State & Zip Code:	Melville, NY 11747	Phone:	(631) 427-5665
Location of Work:	Bay Park, Village of East Rockaway		

MWBE Target Goal			Proposed MWBE Participation		
Category	Percentage	Amount	Category	Percentage	Amount
MBE:	15%	\$	MBE:	26.57%	\$69,990.00
WBE:	15%	\$	WBE:	15.08%	\$39,720.00
Totals:	30%	\$	Totals:	41.65%	\$109,710.00

1. Certified M/WBE Subcontractors/Suppliers Information:		Classification NYS-ESD Certified (Choose One Only)		Federal ID No. :	Detailed Description of Work:	Dollar Value of Subcontractors/S upplies/Services	Intended performance dates on each component of the contract
		MBE	WBE				
A	Name: Gedeon GRC Consulting	X		11-3571406	Engineering Services	\$40,640.00	
	Address: 6901 Jericho Tpke, Suite 216 Syosset, NY 11791						
	Email:						
	Phone: (516) 873-7010						
B	Name: Gayron de Bruin Land Surveying & Engineering PC			27-4429063	Surveying Services	\$39,720.00	
	Address: 11 Union Avenue Bethpage, NY 11714						
	Email:						
	Phone: (516) 579-3111						
C	Name: Hiran Engineering	X		11-3457751	Surveying Services	\$29,350.00	
	Address: 30 Jericho Executive Plaza Suite 200C Jericho, NY 11753						
	Email:						
	Phone: (516) 285-7999						
D	Name:						
	Address:						
	Email:						
	Phone:						

Contractor Use:	
Name of Preparer:	
Name of Approver:	
Authorized Signature:	
Date:	
Email:	
Phone:	

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

**TO:** Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** September 21, 2017

**SUBJECT:** Selection Committee Recommendation  
Bay Park and Inc. Village of East Rockaway Drainage Improvements-Design Services,  
RFP# PW-S82017-02D

**INTRODUCTION**

The Bay Park and Village of East Rockaway Drainage Improvements project is made possible by a grant from the Housing Trust Fund Corporation (HTFC) operating through the Governor's Office of Storm Recovery (GOSR), which is funded through a Community Development Block Grant – Disaster Recovery (CDBG-DR from the U.S. Department of Housing and Urban Development [HUD]).

In June, 2017, the County oversaw the completion of a comprehensive drainage study for the Hamlet of Bay Park and the Village of East Rockaway, and progressed certain recommendations to preliminary thirty-percent (30%) design, pursuant to a contract with Nelson & Pope as part of the above-mentioned GOSR initiative. The solicitation described in this memorandum pertains to the advancement of the preliminary design through to final design along with the preparation of construction bid documents.

On June 26, 2017, the Nassau County Department of Public Works (DPW) issued a Request for Proposals (the "RFP"), the purpose of which was to receive proposals from professional engineering consulting firms to advance existing 30% design plans to final, 100% completion, in the form of design plans, specifications, cost estimates and bidding documentation for various check-valve and stormwater treatment devices, and drainage improvements to Lawson Avenue. The anticipated contract resulting from this solicitation is foreseen to be solely funded by CDBG-DR funds and the contracted firm(s) are responsible for making best efforts to meet the HTFC goal of 30% for Minority and Women Business Enterprises ("M/WBE") participation, fifteen-percent (15%) for Minority Business Enterprises ("MBE") participation and fifteen-percent (15%) for Women Business Enterprises ("WBE") participation.

Notice of the RFP was published in Newsday and The New York State Contract Reporter, and was made available on the County's eProcurement webpage on June 26, 2017. A non-mandatory pre-proposal conference and networking session was hosted by the County on June 29, 2017. Addendum #1 to the RFP was issued on June 28, 2017, and Addendum 2 was issued on July 5, 2017. On July 26, 2017, proposals from three (3) entities were received. A list of proposals, in alphabetical order of the prime consultant, is provided below:

- 1) LiRo Engineers, Inc. (LIRO)
- 2) L.K. McLean Associates, P.C. (LKMA)
- 3) Nelson & Pope Engineers & Surveyors (N&P)

An RFP evaluation and selection committee (the "Committee") was formed and was comprised of the following personnel from DPW:

- Kenneth G. Arnold, P.E., Assistant to Commissioner
- Sean Sallie, AICP, Planning Division Supervisor
- William Bottenhofer, P.E., Civil Engineer III





Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

Page two

September 21, 2017

SUBJECT: Selection Committee Recommendation  
Bay Park and Inc. Village of East Rockaway Drainage Improvements-Design Services,  
RFP# PW-S82017-02D

#### SELECTION COMMITTEE REVIEW PROCESS

The Committee was provided hard copies of the technical proposals and score sheet template on August 14, 2017. A meeting was held on August 28, 2017 to discuss and rank the technical proposals. The Committee tabulated the individual scores to establish a combined technical proposal score and ordinal rank (1 representing the highest scoring technical proposal; 3 representing the lowest scoring technical proposal) [see Table 1]. After tabulating the combined technical proposal score and establishing ranking order, the Committee proceeded to open and evaluate the cost proposals based on the *cost per technical score point*. A summary of the cost proposals is provided in Table 1.

Table 1  
Proposal Scoring and Ranking Matrix

Proposals			
Selection Committee	LIRO	LKMA	N&P
Reviewer 1	81	88	89
Reviewer 2	88	77	94
Reviewer 3	80	89	90
Total Technical Score	249	254	273
Average Technical Score	83.00	84.67	91.00
Technical Ranking	3	2	1
Cost Proposal	\$448,795.00	\$371,102.21	\$263,368.00
Cost Per Technical Point	\$5,407.17	\$4,383.10	\$2,894.15
Cost Ranking (lowest =1, highest = 3)	3	2	1

(\*) Cost evaluation method recommended in the 2004 Nassau County Procurement Policy/Procedure County Wide Policy# CE-01 [Section III. Request for Proposals].

The Committee found that N&P's proposal fully achieves the County and GOSR's M/WBE utilization goals [see Table 2] and provided the most comprehensive and responsive proposal. N&P demonstrated depth of experience and understanding of the area's existing drainage infrastructure and proposed improvements, as the firm prepared the antecedent drainage study and preliminary designs (under a separate contract with the County). The Committee concluded that the N&P proposal has the greatest likelihood of leading to the successful completion of design documents for the installation of eighteen (18) check valves throughout the Bay Park and East Rockaway communities, and drainage infrastructure improvements to Lawson Avenue. Furthermore, N&P is thoroughly knowledgeable and sensitive to the reporting and administrative requirements of the CDBG-DR program.

#### Proposer W/MBE Utilization (QA/QC)

PROPOSER:	LIRO			LKMA			Nelson & Pope		
COST PROPOSAL:	\$448,795.00			\$371,102.21			\$263,368.00		
	COMPLIANCE			COMPLIANCE			COMPLIANCE		
MBE:	\$128,728.00	28.68%	OK	\$78,594.60	21.18%	OK	\$68,500.00	26.01%	OK
WBE:	\$123,795.00	27.58%	OK	\$132,698.16	35.76%	OK	\$40,000.00	15.19%	OK

Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

Page three

September 21, 2017

SUBJECT: Selection Committee Recommendation  
Bay Park and Inc. Village of East Rockaway Drainage Improvements--Design Services,  
RFP# PW-S82017-02D

**Table 2**

**CONSISTENCY WITH COUNTY PROCUREMENT POLICY**

As mentioned above, the Department of Public Works formed a three (3) member Committee made up of qualified and credentialed staff. Technical proposals were scored and ranked based on the evaluation criteria included in the RFP and a highest-ranked technical proposal was identified. After the technical proposals were scored and ranked, the Committee opened and reviewed the cost proposal from all three (3) respondents. The cost proposals were compared in terms of *cost per technical evaluation point*. Cost proposals were then ranked from the lowest to highest *cost per technical evaluation point*. N&P received the highest technical score and proposed the lowest cost (and accordingly, the lowest *cost per technical evaluation point*). The Selection Committee concluded that the N&P cost proposal is reasonable and will provide the greatest value to the County.

**SUMMARY OF ACTIVITIES**

1. June 26, 2017 - RFP Published Publicly
2. June 28, 2017 - Addendum #1 Published Publicly
3. June 29, 2017 - Non-Mandatory Pre Proposal Meeting
4. July 5, 2017 - Addendum #2 Published Publicly
5. July 26, 2017 - Proposal submittal due
6. August 28, 2017 - Selection Committee Meeting
7. June 2, 2016 - Cameron Engineering submits BAFO
8. September 14, 2017 - Recommendation for funding to the State (GOSR)

**JUSTIFICATION**

The proposed Bay Park and Village of East Rockaway Drainage Improvements -- Final Design project was bid out as a competitive RFP following 24 CFR Part 85.36 and the costs are reasonable due to:

1. In accordance to the requirements of a competitive bid proposal in 24 CFR part 200.320(d)(5)8 whereby the competitors' qualifications are evaluated and the award recommendation is being made to the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation

**RECOMMENDATION**

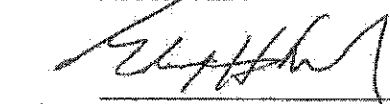
Based on the technical and cost evaluation described above, the Committee recommends that the County move forward with contract negotiations with N&P for the final design of Bay Park and Village of East Rockaway Drainage Improvements (final design services). The Committee is prepared to discuss its recommendation in further detail at your convenience.

  
Shila Shah-Gavoudias  
Commissioner

SSG:KGA:ac

c; Kenneth G. Arnold, Assistant to Commissioner  
Sean E. Sallie, AICP, Planning Supervisor

APPROVED:

  
Richard R. Walker  
Chief Deputy County Executive  
Date 10/3/17

DISAPPROVED:

Richard R. Walker  
Chief Deputy County Executive  
Date

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

**TO:** Sean Sallie, Planner Supervisor

**FROM:** Office of the Commissioner

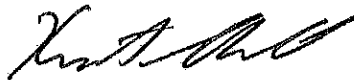
**DATE:** May 26, 2017

**SUBJECT:** CSEA Sub-Contracting Approval  
C17-064 – Bay Park/East Rockaway Drainage Improvement - Design Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C17-064**.

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

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



Kenneth G. Arnold  
Assistant to Commissioner

KGA:las

c: Harold T. Lutz, Director of Traffic Engineering  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II



COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

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

**FROM:** Department of Public Works

**DATE:** May 8, 2017

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Bay Park / East Rockaway Drainage Improvements - Design Services

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:  
Final design/engineering services for Lawson Avenue drainage improvements and various stormwater outfall check valve installations throughout the Inc. Village of East Rockaway and the Hamlet of Bay Park. The final design advances the preliminary design documents prepared as part of the Bay Park/East Rockaway Drainage Study and thirty percent (30%) Design Project. This project is funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.
2. The work involves the following:  
Pursuant to the County's executed CDBG-DR Funding Application (countersigned by NYS GOSR), the work involves the preparation of final design documents for drainage improvements in the Bay Park and East Rockaway communities. This solicitation would allow for the progression of preliminary design documents into the final design phase.
3. An estimate of the cost is: \$300,000.00
4. An estimate of the duration is: Twelve (12) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.



Kenneth G. Arnold  
Assistant to Commissioner

KGA:WSN:ac

c: Christopher Fusco, Director, Office of Labor Relations  
Brian Libert, Deputy Director, Office of Labor Relations  
Robert Bedford, Office of the County Attorney  
William S. Nimmo, Deputy Commissioner  
Harold T. Lutz, Director of Traffic Engineering  
Diane Pyne, Unit Head, Human Resources Unit  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II  
~~Sean Sallie, Planner Supervisor~~



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 Nelson Jr, PE, Partner

01/05/18

Name and Title of Authorized Representative

m/d/yy

Signature

Date

N&P Engineers & Land Surveyor PLLC (d/b/a Nelson & Pope Engineers & Surveyors)

Name of Organization

572 Walt Whitman Road, Melville, NY 11747

Address of Organization

### Instructions for Certification

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/6/2017

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

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

<b>PRODUCER</b> PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	<b>CONTACT NAME:</b> Alyson Lavery	
	<b>PHONE (A/C, No, Ext):</b> 516-869-8788	<b>FAX (A/C, No):</b> 1-516-706-2973
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> N & P, Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope, Engineers & Surveyors 572 Walt Whitman Road Melville NY 11747	<b>INSURER A:</b> Trumbull Insurance Company	<b>NAIC #</b>
	<b>INSURER B:</b> Berkley Insurance Company	
	<b>INSURER C:</b> Continental Insurance	35289
	<b>INSURER D:</b> Travelers Indemnity Company	25658
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 413303295**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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			6020187116	8/14/2017	8/14/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 EMP BEN. \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			12UENBJ3980	8/14/2017	8/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP81M3928117NF	8/14/2017	8/14/2018	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>PROFESSIONAL LIABILITY</b>			AEC901389703	3/8/2017	3/8/2018	\$2,000,000 \$4,000,000 PER CLAIM AGGREGATE

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

RE: Bay Park/East Rockaway Drainage Improvements

New York State, New York State Housing Trust Fund Corporation and Nassau County are included as additional insured as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION** 30 day notice applies

Nassau County Department of Public Works 1194 Prospect Avenue Westbury NY 11590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 113551992

HAMOND SAFETY MANAGEMENT LLC  
6800 JERICHO TURNPIKE  
SUITE 105W  
SYOSSET NY 11791



Scan to Validate

<b>POLICYHOLDER</b> N&P ENGINEERS & LAND SURVEYOR PLLC 572 WALT WHITMAN RD MELVILLE NY 11747	<b>CERTIFICATE HOLDER</b> NASSAU COUNTY 1194 PROSPECT AVE. WESTBURY NY 11690
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<b>POLICY NUMBER</b> Z 1254 137-1	<b>CERTIFICATE NUMBER</b> 983723	<b>POLICY PERIOD</b> 01/01/2018 TO 01/01/2019	<b>DATE</b> 11/17/2017
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1254 137-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

CHARLES J VOORHIS GENERAL PARTNER  
STEVEN MCGINN GENERAL PARTNER  
KATHRYN EISEMAN GENERAL PARTNER  
CARRIE O'FARRELL GENERAL PARTNER  
EAST COAST GEOSERVICES LLC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 252259240







New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 113551992

HAMOND SAFETY MANAGEMENT LLC  
6800 JERICHO TURNPIKE  
SUITE 105W  
SYOSSET NY 11791



Scan to Validate

<b>POLICYHOLDER</b> N&P ENGINEERS & LAND SURVEYOR PLLC 672 WALT WHITMAN RD MELVILLE NY 11747		<b>CERTIFICATE HOLDER</b> NASSAU COUNTY 1194 PROSPECT AVE. WESTBURY NY 11590	
<b>POLICY NUMBER</b> Z 1254 137-1	<b>CERTIFICATE NUMBER</b> 975743	<b>POLICY PERIOD</b> 01/01/2017 TO 01/01/2018	<b>DATE</b> 12/30/2016

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1254 137-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 795079749



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