



Certified: --

E-38-23

FILED WITH THE NASSAU COUNTY CLERK OF
THE LEGISLATURE APRIL 10, 2023 3:50PM

NIFS ID: CLPW22000027

Capital: X

Contract ID #: CFPW18000022

NIFS Entry Date: 09/14/2022

Department: Public Works

Service: H61001-10C6 Amend 1 On-Call Civil/Site Design

Term: Amendment is for additional funds only

Contract Delayed:

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

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

Vendor/Municipality Info:	
Name: N&P Engineering, Architecture and Land Surveying, PLLC DBA: Nelson+Pope	ID#: 113551992
Main Address: 70 Maxess Road Melville, NY 11747	
Main Contact: Corrine Collins	
Main Phone: (631) 427-5665	

Department:
Contact Name: Vivian Toscano
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590
Phone: (516) 571-6814
Email: vtoscano@nassaucountyny.gov, ldionisio@nassaucountyny.gov, ekobel@nassaucountyny.gov, cpetrucci@nassaucountyny.gov

Contract Summary

Purpose: The original contract was to provide On Call design and design-related support services for various engineering projects of the Civil Engineering and Site Development Unit. This amendment is to add \$1,500,000.00 to the cap. The new total amount that the County shall pay to the firm as full consideration for services not to exceed three million (\$3,000,000.00) dollars. Services provided shall include, but are not limited to, the development of studies and recommendations, surveying, design plans, construction estimates and special specifications for roads, bridges, parks, drainage facilities or other County infrastructure.

Method of Procurement: This contract was previously selected through an open competitive process. Request for proposals was issued on August 20, 2018. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday,

posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on September 14, 2018. 18 proposals were received and evaluated. The proposals were scored and ranked. As a result of the scoring and ranking, the 6 highest-ranking proposers were selected.

Procurement History: The contract was previously selected through an open competitive process. The Contract was entered into after a written request for proposals was issued on August 20, 2018. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on September 14, 2018. 18 proposals were received and evaluated. The proposals were scored and ranked. As a result of the scoring and ranking, the 6 highest-ranking proposers were selected. This is an amendment to add \$1,500,000.00 to the cap.

Description of General Provisions: This is an amendment to add \$1,500,000.00 to the cap.

Impact on Funding / Price Analysis: There will be a \$1,500,000.00 increase in funding. The new total amount that the County shall pay to the firm as full consideration for services has a maximum amount of three million (\$3,000,000.00) dollars as per this amendment. Project 63400.

Change in Contract from Prior Procurement: This amendment will add One Million Five Hundred Thousand dollars (\$1,500,000.00) to the cap.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 63400 000	01	\$0.01
Project Number		63400						
Project Detail		000						
TOTAL							\$0.01	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction	107	County	\$0.00
		Federal	\$0.00
Renewal		State	\$0.00
% Increase		Capital	\$0.01
% Decrease		Other	\$0.00
		Total	\$0.01

Routing Slip

Department			
NIFS Entry	Loretta Dionisio	09/15/2022 02:02PM	Approved
NIFS Final Approval	Roseann D'Alleva	09/15/2022 02:27PM	Approved
Final Approval	Roseann D'Alleva	09/15/2022 02:27PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	09/22/2022 05:52PM	Approved
Final Approval	Roseann D'Alleva	09/22/2022 05:52PM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	09/23/2022 09:29AM	Approved
Approval as to Form	Thomas Montefinise	09/23/2022 12:05PM	Approved
NIFS Approval	Mary Nori	09/26/2022 04:31PM	Approved
Final Approval	Mary Nori	09/26/2022 04:31PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	09/26/2022 09:20AM	Approved
NIFA Approval	Christopher Nolan	10/17/2022 08:23PM	Approved
Final Approval	Christopher Nolan	10/17/2022 08:23PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	10/27/2022 04:24PM	Approved
DCE Compliance Approval	Robert Cleary	11/07/2022 04:07PM	Approved
Vertical DCE Approval	Arthur Walsh	04/06/2023 03:23PM	Approved
Final Approval	Arthur Walsh	04/06/2023 03:23PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	04/10/2023 03:02PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND N&P ENGINEERS & LAND SURVEYORS, PLLC, D/B/A NELSON & POPE ENGINEERS & SURVEYORS

WHEREAS, the County has negotiated an amendment to a personal services agreement with N&P Engineers & Land Surveyors, PLLC d/b/a Nelson & Pope Engineers & Surveyors, for evaluation and on-call services in connection with engineering projects of the Civil Engineering and Site Development Unit, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with N&P Engineers & Land Surveyors, PLLC d/b/a Nelson & Pope Engineers & Surveyors.

AMENDMENT NO. 1

This AMENDMENT (this “Amendment”), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting for and on behalf of the County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury New York 11590 (the “Department”), and (ii) N&P Engineering, Architecture and Land Surveying, PLLC, having its principal office at 70 Maxess Road, Melville, New York 11747 (the “Firm”).

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H61001-10C between the County and the Firm, executed on behalf of the County on February 21, 2020, (the “Agreement”),

WHEREAS, the term of the Original Agreement was from February 21, 2020 through February 20, 2023 (the “Original Term”); through notice of extension the term of the agreement was extended to February 20, 2025.

WHEREAS, the maximum amount of the Original Agreement was One Million Five Hundred Thousand Dollars (\$1,500,000.00) (“Maximum Amount”);

WHEREAS, the County desires to amend the Maximum Amount; and

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

1. Amended Maximum. The Maximum Amount is amended by One Million Five Hundred Thousand Dollars, (\$1,500,000.00) to an agreement maximum of Three Million Dollars (\$3,000,000) (“Amended Maximum Amount”).
3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Agreement.

Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a “County Representative”), including members of a County Representative’s immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, “anything of value” shall include, but not be limited to, meals,

holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

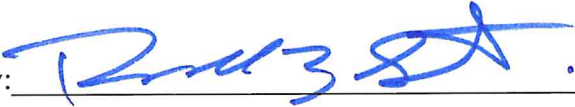
- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

N&P Engineering, Architecture and Land Surveying,
PLLC.

By: 

Name: Russell Z. Scott, PE

Title: Senior Partner

Date: 5/9/2022

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
SUFFOLK)ss.:
COUNTY OF NASSAU)

On the 9 day of May in the year 2022 before me personally came Russell Z. Scott, PE 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 Senior Partner of N&P Engineering, Architecture and Land Surveying, PLLC, 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



STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2022 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



Nassau County Interim Finance Authority

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

1. Vendor: N&P Engineering, Architecture and Land Surveying, PLLC

2. Amount requiring NIFA approval: \$1,500,000.00

Amount to be encumbered: \$0.01

Slip Type: Amendment

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

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

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

3. Contract Term: to Amendment is for additional funds only

Has work or services on this contract commenced? Yes

If yes, please explain: This is an amendment to increase the cap. Please refer to the DCE memo.

4. Funding Source:

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

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? Yes

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

The original contract was to provide On Call design and design-related support services for various engineering projects of the Civil Engineering and Site Development Unit. This amendment is to add \$1,500,000.00 to the cap. The new total amount that the County shall pay to the firm as full consideration for services not to exceed three million (\$3,000,000.00) dollars. Services provided shall include, but are not limited to, the development of studies and recommendations, surveying, design plans, construction estimates and special specifications for roads, bridges, parks, drainage facilities or other County infrastructure.

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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

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

Contract ID	Posting Date	Amount Added in Prior 12 Months
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AUTHORIZATION

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

CNOLAN

10/17/2022

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.

Elaine Phillips
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

FEDERAL TAX ID #: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature

Date

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: March 29, 2023

SUBJECT: Contract No: H61001-10C6
On Call Civil Site Design Amendment 1
Nelson& Pope Engineering, Architecture and Land Surveying LLC
Responsibility Determination Memo

DPW Summary Finding

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

NYS Standard for State and Municipal Contract Approval

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

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

Application of the FLIP test

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

1. Financial and Organizational Capacity

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

2. Legal Authority

Vendor is not debarred. Vendor possesses requisite licenses.

3. Integrity

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



SUBJECT: Contract No: H61001-10C6
On Call Civil Site Design Amendment 1
Nelson& Pope Engineering, Architecture and Land Surveying LLC

4. Past Performance

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

Nassau County Procurement Policy Requirements

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

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

The following is quoted from Appendix E:

For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.

Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.

A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part

SUBJECT: Contract No: H61001-10C6
On Call Civil Site Design Amendment 1
Nelson& Pope Engineering, Architecture and Land Surveying LLC

of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Application of the Materiality Evaluation to Determine Vendor Integrity

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

Review of Vendor Information

The information reported on the vendor's Business History form is not adverse. In response to question 13 on its Business History form, vendor reports that in 2018, it entered into an integrity monitoring agreement with the County. The sole reason for the monitoring agreement was to allay concerns arising from the fact that a salaried administrative employee of the vendor had a familial relationship with a County legislator. There has never been any evidence that this familial relationship was used to sway contract awards in vendor's favor. Vendor's attached response to Business History form question 13 explains the robust conflict of interest and ethics policy in effect at the firm, and the Department is satisfied with the vendor's employee ethics compliance policy. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract H61001-10C6.



Jane Houdek
Attorney for DPW

JH:pl

Business History Form

Response to Question 13: Investigations

Nassau County Integrity Monitoring Agreement:

Nelson + Pope's Business History Form filings have disclosed existing familial relationships with a Nassau County employee and legislator that could have the appearance of a conflict of interest. In June 2018, Nelson & Pope voluntarily entered into an "Integrity Monitoring Agreement" with Nassau County. The express purpose of the agreement is to assure the County of N+P's commitment to business integrity and compliance with County requirements so as to allow N+P to continue to work on existing County contracts and be considered for future County contracts and subcontracts. An investigation and review of N+P's response to the Conflict of Interest question on the Business History Form made on the Business History Forms was conducted by a County approved independent Integrity Monitor retained by N+P. As a result of the Integrity Monitor's review, N+P agreed to commit to maintaining an effective "Compliance Program" as set forth in the County's document. The program would include up-to-date Compliance and Ethics Policies, Protocols, staff acknowledgements of the existence of any Covered Relationships and compliance training as set forth in the County prepared document entitled "N&P Engineering, Architecture and Land Surveying, PLL Contractor Certification". In compliance with the document, N+P has completed the follow actions:

- The company has assigned a partner, approved by the County, to function as a Compliance Officer, responsible for monitoring and enforcing the Company's Compliance and Ethics Policies.
- The Company has prepared and adopted the "N+P Protocols for Nassau County Projects", approved by the County, that contains the Company's policy and procedure relating to preventing and monitoring actual or relationships that could be perceived as conflicts of interest.
- The Company has incorporated the N+P Protocols and the "Nassau County Vendor Code of Ethics" into the Company Employee Handbook.
- All Company staff have submitted signed "Acknowledgement" disclosure forms identifying the existence or non-existence of having Covered Relationships, in compliance with the N+P Protocols.
- All Company staff have received the required compliance and ethics training.
- The Company has filed an updated Business History Form to reflect the implementation of the compliance and ethics policies and results of the staff "Acknowledgement" disclosures.
- The Company's new employee package includes the "Acknowledgement" disclosure form and individual compliance and ethics training.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

N+P's Accounting Department has reviewed the financial records of Nelson + Pope, as well as our affiliate Nelson Pope Voorhis. Based on this review, contributions were made by: N+P and NPV contributed to: Friends of James Kennedy, Friends of Laura Schaefer, Friends of Rose Walker, Friends of Jennifer Garber and by NPPAC and NPVPAC contributed to: Friends of James Kennedy, Jr, Blakeman 2021, Friends of Laura Schaefer, Friends of Rose Walker, Citizens for Nicoletto - for the time period beginning two years prior to the date of this disclosure and ending on the date of this disclosure.

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

Thomas F. Lembo, PE [TLEMBO@NELSONPOPE.COM]

Dated: 02/03/2023 04:28:24 pm

Vendor: N & P Engineering, Architecture and Land
Surveying, PLLC

Title: Senior Partner/Compliance Officer

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: 03/30/2023

1) Proposer's Legal Name: N&P Engineering, Architecture and Land Surveying, PLLC

2) Address of Place of Business: 70 MAXESS ROAD

City: MELVILLE State/Province/
Territory: NY Zip/Postal
Code: 11747

Country: US

Address: 572 Walt Whitman Road

City: Melville State/Province/
Territory: NY Zip/Postal
Code: 11747

Country: US

Start Date: 01/01/1954 End Date: 06/15/2020

3) Mailing Address (if different): 70 Maxess Road

City: Melville State/Province/
Territory: NY Zip/Postal
Code: 11747

Country: US

Phone: (631) 427-5665

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

4) Dun and Bradstreet number: 057732869

5) Federal I.D. Number: 11-3551992

- 6) The proposer is a: Partnership (Describe) _____
- 7) Does this business share office space, staff, or equipment expenses with any other business?
YES ☒ NO ☐ If yes, please provide details:

N+P shares office space, staff, or equipment expenses with the business shown on the attached.

1 File(s) uploaded: BHF_Ques 7_ Office Space Shared Descriptions_05 01 2021_rev.pdf
- 8) Does this business control one or more other businesses?
YES ☒ NO ☐ If yes, please provide details:

N+P controls one or more of the businesses shown on the attached.

1 File(s) uploaded: BHF_Ques 8_ ALL Partners Ownership w-add_01 01 2023.pdf
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☒ NO ☐ If yes, please provide details:

Please see attached

1 File(s) uploaded: BHF_Ques 9_ ALL Partners Ownership w-add_01 01 2023.pdf
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

See attached.

1 File(s) uploaded: Business History Form Q13 Response_10.17.19xx.pdf

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

- 17 Conflict of Interest:

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

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

Refer to attached page.

1 File(s) uploaded: BHF_Ques _ 17 A i_ii_iii (Bus Hx Form resp 17 A_i_ii_iii_rev 09.17.2019x).pdf

(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.

Refer to attached page.

1 File(s) uploaded: BHF_Ques _ 17 A i_ii_iii (Bus Hx Form resp 17 A_i_ii_iii_rev 09.17.2019x).pdf

(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.

Refer to attached page.

1 File(s) uploaded: BHF_Ques _ 17 A i_ii_iii (Bus Hx Form resp 17 A_i_ii_iii_rev 09.17.2019x).pdf

- 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.

Refer to attached page.

1 File(s) uploaded: BHF_Ques _ 17 B (Bus Hx Form resp 17 B_rev 09.17.2019x).pdf

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/01/1954

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

See attached.

1 File(s) uploaded: BHF_Ques_A ii_iii_NP ONLY Partners_Ownership w-add_01 01 2023.pdf

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

See attached.

1 File(s) uploaded: BHF_Ques_A ii_iii_NP ONLY Partners_Ownership w-add_01 01 2023.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

100

vi) Annual revenue of firm;

12475462

vii) Summary of relevant accomplishments

see proposal submission

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

1 File(s) uploaded: CF_ NP Cert of Auth_BOTH Eng Arch Sur (thru March 2025).pdf

B. Indicate number of years in business.

69

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

See proposal submitted.

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 Yaphank

State/Province/Territory NY

Country US

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 Syosset, NY

State/Province/Territory NY

Country US

Telephone	(516) 677-5722
Fax #	(631) 000-0000
E-Mail Address	mrusso@oysterbay-ny.gov

Company	Town of Brookhaven Highway Department		
Contact Person	Steven Tricario, Chief Deputy Superintendent		
Address	1140 Old Town Road		
City	Coram, NY	State/Province/Territory	NY
Country	US		
Telephone	(631) 451-9242		
Fax #	(631) 451-2584		
E-Mail Address	stricario@brookhaven.org		

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

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

CERTIFICATION

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

Name of submitting business: N & P Engineering, Architecture and Land Surveying, PLLC

Electronically signed and certified at the date and time indicated by:
Thomas F. Lembo, PE TLEMBO@NELSONPOPE.COM

Senior Partner/Compliance Officer
Title

03/30/2023
Date

Description of Services

N & P Engineering, Architecture and Land Surveying, PLLC	Provides Engineering & Surveying to Nelson Pope Voorhis and General Public
Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson + Pope and General Public
N&P Constructions Layout	Provides Surveying Services to Nelson + Pope Exclusively
572 Walt Whitman Road Associates, LLC	Owens Buildings Leased by Nelson + Pope Exclusively
East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson + Pope, Nelson Pope Voorhis General Public
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
Terry Bergendorff Collins Land Surveying PLLC	Provides Land Surveying & Mapping Services to Nelson + Pope, Nelson Pope Voorhis and General Public

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2023

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	Terry Bergendorff Collins Land Surveying PLLC	N & P Engineering LLC	N&P-GdB
		1/1/1997		7/17/1996		9/24/2003		1/12/2016		8/17/2012
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	17-1177132	81-0721476	46-0604678
Lembo, Thomas	18.3841%	-	18.3841%	13.9333%	-	-	-	-	19.4860%	-
Peterman, Gregory	13.5963%	-	13.5963%	10.2965%	-	-	-	-	-	-
McFerran, Eric	18.3841%	-	18.3841%	14.4172%	-	-	-	-	19.4860%	-
Dixon, Thomas	14.2986%	-	14.2986%	10.8892%	-	-	-	-	15.1551%	-
Scott, Russell	14.0672%	-	14.0672%	8.4917%	-	-	-	-	11.4773%	-
Sciara, Michael	8.6359%	-	8.6359%	4.4882%	-	1.0000%	-	-	-	-
Crane, Matthew	7.2364%	-	7.2364%	-	-	-	-	-	-	-
John Perrotta	5.3974%		5.3974%							
McGinn, Steven	-	11.7500%	-	-	-	-	12.5000%	-	-	-
Eiseman, Kathryn	-	5.0000%	-	-	-	-	6.2500%	-	-	-
O'Farrell, Carrie	-	14.7500%	-	-	-	-	6.2500%	-	-	-
Stach, Maximilian	-	5.5000%	-	-	-	-	-	-	-	-
Franson, Bonnie (Maria)	-	4.5000%	-	-	-	-	-	-	-	-
Brant Reiner	-	7.5000%	-	-	-	-	-	-	-	-
N & P Engineering, Architecture and Land Surveying, PLLC	-	51.0000%	-	-	50.0000%	99.0000%	-	49.00%	-	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	-	-
Terry Bergendorff Collins Land Surveying PLLC	-	-	-	-	-	-	-	51.00%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	62.5161%	100.0000%	100.0000%	100.0000%	100.0000%	65.6044%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope Voorhis and General Public	Provides Environmental Consulting Services to Nelson + Pope and General Public	Provides Surveying Services to Nelson + Pope Exclusively	Owns Buildings Leased by Nelson + Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson + Pope and Nelson Pope Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson + Pope, Nelson Pope Voorhis, and General Public	Provides Land Surveying & Mapping Services to Nelson + Pope, Nelson Pope Voorhis and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Topographic Surveying Services to New York City Department of Design and Construction

Business History Form

Response to Question 13: Investigations

Nassau County Integrity Monitoring Agreement:

Nelson + Pope's Business History Form filings have disclosed existing familial relationships with a Nassau County employee and legislator that could have the appearance of a conflict of interest. In June 2018, Nelson & Pope voluntarily entered into an "Integrity Monitoring Agreement" with Nassau County. The express purpose of the agreement is to assure the County of N+P's commitment to business integrity and compliance with County requirements so as to allow N+P to continue to work on existing County contracts and be considered for future County contracts and subcontracts. An investigation and review of N+P's response to the Conflict of Interest question on the Business History Form made on the Business History Forms was conducted by a County approved independent Integrity Monitor retained by N+P. As a result of the Integrity Monitor's review, N+P agreed to commit to maintaining an effective "Compliance Program" as set forth in the County's document. The program would include up-to-date Compliance and Ethics Policies, Protocols, staff acknowledgements of the existence of any Covered Relationships and compliance training as set forth in the County prepared document entitled "N&P Engineering, Architecture and Land Surveying, PLL Contractor Certification". In compliance with the document, N+P has completed the follow actions:

- The company has assigned a partner, approved by the County, to function as a Compliance Officer, responsible for monitoring and enforcing the Company's Compliance and Ethics Policies.
- The Company has prepared and adopted the "N+P Protocols for Nassau County Projects", approved by the County, that contains the Company's policy and procedure relating to preventing and monitoring actual or relationships that could be perceived as conflicts of interest.
- The Company has incorporated the N+P Protocols and the "Nassau County Vendor Code of Ethics" into the Company Employee Handbook.
- All Company staff have submitted signed "Acknowledgement" disclosure forms identifying the existence or non-existence of having Covered Relationships, in compliance with the N+P Protocols.
- All Company staff have received the required compliance and ethics training.
- The Company has filed an updated Business History Form to reflect the implementation of the compliance and ethics policies and results of the staff "Acknowledgement" disclosures.
- The Company's new employee package includes the "Acknowledgement" disclosure form and individual compliance and ethics training.

Business History Form

Responses to Question 17B

17B Response:

All N+P employees have signed and are bound by Section 2.33 Duty of Loyalty/Code of Ethics, Conflict of Interest, pages 49 through 54 of the N+P Employee Handbook (dated 2019) which describes the responsibility of the employee with respect to conflicts of interest. Additionally, contained in the Appendix of the Handbook are N+P Protocols for Nassau County Projects and a copy of the Nassau County Vendor Code of Ethics pages 106 through 123. N+P Protocols for Nassau County Projects has been reviewed and approved by the Compliance section of the Nassau County's Office of the County Executive. It Contains an Acknowledgement Certification, which all Staff must sign and identify any "Covered Relationships" that is an actual or may have the appearance of a conflict of interest. It is N+P's company-wide policy that all potential projects and proposals are reviewed by partners and senior staff to identify the potential existence or appearance of conflicts of interest prior to accepting the project. If an actual or may have the existence of a, the company will make full disclosure and implement appropriate measures to mitigate the potential conflict. For Nassau County projects, our Nassau County designated Compliance Officer is notified, and the appropriate mitigation will be implemented. If it is found that an employee did not disclose a potential conflict of interest, they are subject to disciplinary action as stated in the handbook. Additionally, the ethical requirements of the professional licenses of partners and professional staff prohibit them from not disclosing known potential conflicts of interest that may exist.

N & P Engineering, Architecture and Land Surveying, PLLC

Partners Information as of 01/01/2023

	Ownership	Position	Profession	State	Lic #
Lembo, Thomas	18.3841%	Partner	Engineer	NY	74701
				FL	58849
Peterman, Gregory	13.5963%	Partner	Surveyor	NY	50213
				CT	70061
McFerran, Eric	18.3841%	Partner	Engineer	NY	76844
Dixon, Thomas	14.2986%	Partner	Engineer	NY	80973
				CT	24626
Scott, Russell	14.0672%	Partner	Engineer	NY	87707
Sciara, Michael	8.6359%	Partner	Architect	NY	31986
Crane, Matt	7.2364%	Partner	Surveyor	NY	50065
Perrotta, John	5.3974%	Partner	Engineer	NY	83020
				CT	
	100.0000%	-	-	-	-

**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 ENGINEERING ARCHITECTURE AND LAND SURVEYING
PLLC
70 MAXESS ROAD
MELVILLE, NY 11747-3102**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 04/01/2022 TO 03/31/2025.



CERTIFICATE NUMBER
0019529


BETTY ROSA
COMMISSIONER OF EDUCATION

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

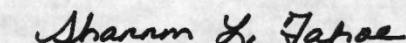
THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**N & P ENGINEERING ARCHITECTURE AND LAND SURVEYING
PLLC
572 WALT WHITMAN ROAD
MELVILLE, NY 11747-0000**

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
07/01/2020 TO 06/30/2023.



CERTIFICATE NUMBER
0017390


SHANNON L. TAHOE
INTERIM COMMISSIONER OF EDUCATION

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: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]
Business Address: 70 MAXESS ROAD
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747
Country: US
Telephone: (631) 427-5665
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>01/01/2004</u>
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 notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

See attached.

1 File(s) uploaded: PQF_Ques 5_ ALL Partners Ownership w-add_01 01 2023.pdf

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 an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

CERTIFICATION

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

N & P Engineering, Architecture and Land Surveying, PLLC

Name of submitting business

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

Eric J. McFerran, PE EMCFERRAN@NELSONPOPE.COM

Senior Partner

Title

01/09/2023 12:45:21 pm

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2023

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	Terry Bergendorff Collins Land Surveying PLLC	N & P Engineering LLC	N&P-GdB
		1/1/1997		7/17/1996		9/24/2003		1/12/2016		8/17/2012
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	17-1177132	81-0721476	46-0604678
Lembo, Thomas	18.3841%	-	18.3841%	13.9333%	-	-	-	-	19.4860%	-
Peterman, Gregory	13.5963%	-	13.5963%	10.2965%	-	-	-	-	-	-
McFerran, Eric	18.3841%	-	18.3841%	14.4172%	-	-	-	-	19.4860%	-
Dixon, Thomas	14.2986%	-	14.2986%	10.8892%	-	-	-	-	15.1551%	-
Scott, Russell	14.0672%	-	14.0672%	8.4917%	-	-	-	-	11.4773%	-
Sciara, Michael	8.6359%	-	8.6359%	4.4882%	-	1.0000%	-	-	-	-
Crane, Matthew	7.2364%	-	7.2364%	-	-	-	-	-	-	-
John Perrotta	5.3974%		5.3974%							
McGinn, Steven	-	11.7500%	-	-	-	-	12.5000%	-	-	-
Eiseman, Kathryn	-	5.0000%	-	-	-	-	6.2500%	-	-	-
O'Farrell, Carrie	-	14.7500%	-	-	-	-	6.2500%	-	-	-
Stach, Maximilian	-	5.5000%	-	-	-	-	-	-	-	-
Franson, Bonnie (Maria)	-	4.5000%	-	-	-	-	-	-	-	-
Brant Reiner	-	7.5000%	-	-	-	-	-	-	-	-
N & P Engineering, Architecture and Land Surveying, PLLC	-	51.0000%	-	-	50.0000%	99.0000%	-	49.00%	-	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	-	-
Terry Bergendorff Collins Land Surveying PLLC	-	-	-	-	-	-	-	51.00%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	62.5161%	100.0000%	100.0000%	100.0000%	100.0000%	65.6044%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope Voorhis and General Public	Provides Environmental Consulting Services to Nelson + Pope and General Public	Provides Surveying Services to Nelson + Pope Exclusively	Owns Buildings Leased by Nelson + Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson + Pope and Nelson Pope Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson + Pope, Nelson Pope Voorhis, and General Public	Provides Land Surveying & Mapping Services to Nelson + Pope, Nelson Pope Voorhis and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	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 D. Peterman, PLS
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]
Business Address: 70 MAXESS ROAD
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747
Country: US
Telephone: (631) 427-5665
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>01/01/2003</u>
Vice President	_____		
(Other)	_____		

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

Partner in 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 ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

See attached.

1 File(s) uploaded: PQF_Ques 5_ ALL Partners Ownership w-add_01 01 2023.pdf

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 an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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N & P Engineering, Architecture and Land Surveying, PLLC

Name of submitting business

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

Gregory D. Peterman, PLS GPETERMAN@NELSONPOPE.COM

Senior Partner

Title

01/09/2023 12:01:17 pm

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2023

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	Terry Bergendorff Collins Land Surveying PLLC	N & P Engineering LLC	N&P-GdB
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Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	17-1177132	81-0721476	46-0604678
Lembo, Thomas	18.3841%	-	18.3841%	13.9333%	-	-	-	-	19.4860%	-
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Crane, Matthew	7.2364%	-	7.2364%	-	-	-	-	-	-	-
John Perrotta	5.3974%		5.3974%							
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Eiseman, Kathryn	-	5.0000%	-	-	-	-	6.2500%	-	-	-
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Stach, Maximilian	-	5.5000%	-	-	-	-	-	-	-	-
Franson, Bonnie (Maria)	-	4.5000%	-	-	-	-	-	-	-	-
Brant Reiner	-	7.5000%	-	-	-	-	-	-	-	-
N & P Engineering, Architecture and Land Surveying, PLLC	-	51.0000%	-	-	50.0000%	99.0000%	-	49.00%	-	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	-	-
Terry Bergendorff Collins Land Surveying PLLC	-	-	-	-	-	-	-	51.00%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	62.5161%	100.0000%	100.0000%	100.0000%	100.0000%	65.6044%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope Voorhis and General Public	Provides Environmental Consulting Services to Nelson + Pope and General Public	Provides Surveying Services to Nelson + Pope Exclusively	Owns Buildings Leased by Nelson + Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson + Pope and Nelson Pope Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson + Pope, Nelson Pope Voorhis, and General Public	Provides Land Surveying & Mapping Services to Nelson + Pope, Nelson Pope Voorhis and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Topographic Surveying Services to New York City Department of Design and Construction

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Russell Z. Scott, PE
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]
Business Address: 70 MAXESS ROAD
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747
Country: US
Telephone: (631) 427-5665
Other present address(es):
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]
Telephone: [REDACTED]

List of other addresses and telephone numbers attached

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

President	<u>[REDACTED]</u>	Treasurer	<u>[REDACTED]</u>
Chairman of Board	<u>[REDACTED]</u>	Shareholder	<u>[REDACTED]</u>
Chief Exec. Officer	<u>[REDACTED]</u>	Secretary	<u>[REDACTED]</u>
Chief Financial Officer	<u>[REDACTED]</u>	Partner	<u>01/01/2017</u>
Vice President	<u>[REDACTED]</u>		
(Other)	<u>[REDACTED]</u>		

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

See attached.

1 File(s) uploaded: PQF_Ques 5_ ALL Partners Ownership w-add_01 01 2023.pdf

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 an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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N & P Engineering, Architecture and Land Surveying, PLLC

Name of submitting business

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

Russell Z. Scott, PE RSCOTT@NELSONPOPE.COM

Senior Partner

Title

01/09/2023 11:48:55 am

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2023

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	Terry Bergendorff Collins Land Surveying PLLC	N & P Engineering LLC	N&P-GdB
		1/1/1997		7/17/1996		9/24/2003		1/12/2016		8/17/2012
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	17-1177132	81-0721476	46-0604678
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McFerran, Eric	18.3841%	-	18.3841%	14.4172%	-	-	-	-	19.4860%	-
Dixon, Thomas	14.2986%	-	14.2986%	10.8892%	-	-	-	-	15.1551%	-
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Sciara, Michael	8.6359%	-	8.6359%	4.4882%	-	1.0000%	-	-	-	-
Crane, Matthew	7.2364%	-	7.2364%	-	-	-	-	-	-	-
John Perrotta	5.3974%		5.3974%							
McGinn, Steven	-	11.7500%	-	-	-	-	12.5000%	-	-	-
Eiseman, Kathryn	-	5.0000%	-	-	-	-	6.2500%	-	-	-
O'Farrell, Carrie	-	14.7500%	-	-	-	-	6.2500%	-	-	-
Stach, Maximilian	-	5.5000%	-	-	-	-	-	-	-	-
Franson, Bonnie (Maria)	-	4.5000%	-	-	-	-	-	-	-	-
Brant Reiner	-	7.5000%	-	-	-	-	-	-	-	-
N & P Engineering, Architecture and Land Surveying, PLLC	-	51.0000%	-	-	50.0000%	99.0000%	-	49.00%	-	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	-	-
Terry Bergendorff Collins Land Surveying PLLC	-	-	-	-	-	-	-	51.00%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	62.5161%	100.0000%	100.0000%	100.0000%	100.0000%	65.6044%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope Voorhis and General Public	Provides Environmental Consulting Services to Nelson + Pope and General Public	Provides Surveying Services to Nelson + Pope Exclusively	Owns Buildings Leased by Nelson + Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson + Pope and Nelson Pope Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson + Pope, Nelson Pope Voorhis, and General Public	Provides Land Surveying & Mapping Services to Nelson + Pope, Nelson Pope Voorhis and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	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 C. Dixon, PE
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]
Business Address: 70 MAXESS ROAD
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747
Country: US
Telephone: (631) 427-5665
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>01/01/2007</u>
Vice President	_____		
(Other)	_____		

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

Partner in 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 ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

See attached.

1 File(s) uploaded: PQF_Ques 5_ ALL Partners Ownership w-add_01 01 2023.pdf

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 an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

CERTIFICATION

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

N & P Engineering, Architecture and Land Surveying, PLLC

Name of submitting business

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

Thomas C. Dixon TDIXON@NELSONPOPE.COM

Senior Partner

Title

01/09/2023 11:45:57 am

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2023

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	Terry Bergendorff Collins Land Surveying PLLC	N & P Engineering LLC	N&P-GdB
		1/1/1997		7/17/1996		9/24/2003		1/12/2016		8/17/2012
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	17-1177132	81-0721476	46-0604678
Lembo, Thomas	18.3841%	-	18.3841%	13.9333%	-	-	-	-	19.4860%	-
Peterman, Gregory	13.5963%	-	13.5963%	10.2965%	-	-	-	-	-	-
McFerran, Eric	18.3841%	-	18.3841%	14.4172%	-	-	-	-	19.4860%	-
Dixon, Thomas	14.2986%	-	14.2986%	10.8892%	-	-	-	-	15.1551%	-
Scott, Russell	14.0672%	-	14.0672%	8.4917%	-	-	-	-	11.4773%	-
Sciara, Michael	8.6359%	-	8.6359%	4.4882%	-	1.0000%	-	-	-	-
Crane, Matthew	7.2364%	-	7.2364%	-	-	-	-	-	-	-
John Perrotta	5.3974%		5.3974%							
McGinn, Steven	-	11.7500%	-	-	-	-	12.5000%	-	-	-
Eiseman, Kathryn	-	5.0000%	-	-	-	-	6.2500%	-	-	-
O'Farrell, Carrie	-	14.7500%	-	-	-	-	6.2500%	-	-	-
Stach, Maximilian	-	5.5000%	-	-	-	-	-	-	-	-
Franson, Bonnie (Maria)	-	4.5000%	-	-	-	-	-	-	-	-
Brant Reiner	-	7.5000%	-	-	-	-	-	-	-	-
N & P Engineering, Architecture and Land Surveying, PLLC	-	51.0000%	-	-	50.0000%	99.0000%	-	49.00%	-	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	-	-
Terry Bergendorff Collins Land Surveying PLLC	-	-	-	-	-	-	-	51.00%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	62.5161%	100.0000%	100.0000%	100.0000%	100.0000%	65.6044%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope Voorhis and General Public	Provides Environmental Consulting Services to Nelson + Pope and General Public	Provides Surveying Services to Nelson + Pope Exclusively	Owns Buildings Leased by Nelson + Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson + Pope and Nelson Pope Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson + Pope, Nelson Pope Voorhis, and General Public	Provides Land Surveying & Mapping Services to Nelson + Pope, Nelson Pope Voorhis and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	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: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]
Business Address: 70 MAXESS ROAD
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747
Country: US
Telephone: (631) 427-5665
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

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

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

YES ☒ 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 ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

See attached.

1 File(s) uploaded: PQF_Ques 5_ ALL Partners Ownership w-add_01 01 2023.pdf

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 an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

CERTIFICATION

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N & P Engineering, Architecture and Land Surveying, PLLC

Name of submitting business

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

Thomas F. Lembo, PE TLEMBO@NELSONPOPE.COM

Senior Partner/Compliance

Title

01/09/2023 11:42:44 am

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2023

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	Terry Bergendorff Collins Land Surveying PLLC	N & P Engineering LLC	N&P-GdB
		1/1/1997		7/17/1996		9/24/2003		1/12/2016		8/17/2012
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	17-1177132	81-0721476	46-0604678
Lembo, Thomas	18.3841%	-	18.3841%	13.9333%	-	-	-	-	19.4860%	-
Peterman, Gregory	13.5963%	-	13.5963%	10.2965%	-	-	-	-	-	-
McFerran, Eric	18.3841%	-	18.3841%	14.4172%	-	-	-	-	19.4860%	-
Dixon, Thomas	14.2986%	-	14.2986%	10.8892%	-	-	-	-	15.1551%	-
Scott, Russell	14.0672%	-	14.0672%	8.4917%	-	-	-	-	11.4773%	-
Sciara, Michael	8.6359%	-	8.6359%	4.4882%	-	1.0000%	-	-	-	-
Crane, Matthew	7.2364%	-	7.2364%	-	-	-	-	-	-	-
John Perrotta	5.3974%		5.3974%							
McGinn, Steven	-	11.7500%	-	-	-	-	12.5000%	-	-	-
Eiseman, Kathryn	-	5.0000%	-	-	-	-	6.2500%	-	-	-
O'Farrell, Carrie	-	14.7500%	-	-	-	-	6.2500%	-	-	-
Stach, Maximilian	-	5.5000%	-	-	-	-	-	-	-	-
Franson, Bonnie (Maria)	-	4.5000%	-	-	-	-	-	-	-	-
Brant Reiner	-	7.5000%	-	-	-	-	-	-	-	-
N & P Engineering, Architecture and Land Surveying, PLLC	-	51.0000%	-	-	50.0000%	99.0000%	-	49.00%	-	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	-	-
Terry Bergendorff Collins Land Surveying PLLC	-	-	-	-	-	-	-	51.00%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	62.5161%	100.0000%	100.0000%	100.0000%	100.0000%	65.6044%	100.0000%
Description of Services	Provides Engineering & Surveying to Nelson Pope Voorhis and General Public	Provides Environmental Consulting Services to Nelson + Pope and General Public	Provides Surveying Services to Nelson + Pope Exclusively	Owns Buildings Leased by Nelson + Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying Eervices to Nelson + Pope and Nelson Pope Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson + Pope, Nelson Pope Voorhis, and General Public	Provides Land Surveying & Mapping Services to Nelson + Pope, Nelson Pope Voorhis and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	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: N&P Engineering, Architecture and Land Surveying, PLLC

Address: 70 MAXESS ROAD

City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747

Country: US

2. Entity's Vendor Identification Number: 11-3551992

3. Type of Business: Partnership (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):

1 File(s) uploaded: VDF_Ques 4 & 5_NP ONLY Partners_Ownership w-add_01 01 2023.pdf

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

If none, explain.

See attached.

1 File(s) uploaded: VDF_Ques 4 & 5_NP ONLY Partners_Ownership w-add_01 01 2023.pdf

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

N&P Construction Layout (N+P Partners are Individual Owners)
Nelson Pope & Voorhis, LLC (N+P Majority Owner)
572 Walt Whitman Road Associates, LLC (N+P Partners are Individual Owners)
Vornel Management (N+P Majority Owner)
HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger (N+P Majority Owner)
N&P Engineering LLC (N+P Majority Owner)

East Coast Geoservices LLC (N+P Minority Owner)
Terry Bergendorff Collins Land Surveying, PLLC (N+P Minority Owner)

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

Are there lobbyists involved in this matter?
YES ☐ NO ☒

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

NONE - 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.

(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.

(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.

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

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

Electronically signed and certified at the date and time indicated by:
Thomas F. Lembo [TLEMBO@NELSONPOPE.COM]

Dated: 01/09/2023 12:42:10 pm

Title: Senior Partner/Compliance Officer

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

N & P Engineering, Architecture and Land Surveying, PLLC

Partners Information as of 01/01/2023

	Ownership	Position	Profession	State	Lic #
Lembo, Thomas	18.3841%	Partner	Engineer	NY	74701
				FL	58849
Peterman, Gregory	13.5963%	Partner	Surveyor	NY	50213
				CT	70061
McFerran, Eric	18.3841%	Partner	Engineer	NY	76844
Dixon, Thomas	14.2986%	Partner	Engineer	NY	80973
				CT	24626
Scott, Russell	14.0672%	Partner	Engineer	NY	87707
Sciara, Michael	8.6359%	Partner	Architect	NY	31986
Crane, Matt	7.2364%	Partner	Surveyor	NY	50065
Perrotta, John	5.3974%	Partner	Engineer	NY	83020
				CT	
	100.0000%	-	-	-	-

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Edward W. Powers, Deputy County Executive

FROM: Department of Public Works

DATE: March 14, 2022

SUBJECT: On-Call Civil Engineering Services
Agreement H61001-10C6 CFPW18000022
Amending Cap "On Call" Agreement
"On Call" Civil Engineering & Site Development Design & Support Services
for Civil/Site Design

The Department of Public Works procured N&P Engineers & Land Surveyors, PLLC (d/b/a Nelson & Pope Engineers & Surveyors) to provide "On Call" Civil Engineering & Site Development Design & Support Services through an open RFP and this agreement was signed on February 21, 2020 for three (3) years with a two (2) year extension at the Commissioner's discretion with a one million five hundred thousand dollars (\$1,500,000.00) cap.

The Department awarded task orders in 2020, and 2021 to this firm and after encumbering funds for these task orders, there are seven hundred and nine thousand and two hundred dollars (\$709,200.00) left in the Cap for any additional task orders, which is insufficient to assist with the needs of the Department. Now the Department of Public works is requesting to increase the cap by one million and five hundred thousand dollars (\$1,500,000.00). The total Maximum Amount that the County may pay to the Firm as full consideration for services would not exceed three million dollars (\$3,000,000.00) (the "Amended Maximum Amount").

This increase in cap reflects the estimated costs of the 2022 and 2023 Resurfacing Program as well as other infrastructure work done under this agreement including bridges, parks, drainage, retaining walls and roadway widenings. To complete design in a timely manner, it is critical the cap on this agreement is raised by the requested amount. As we have depleted more than half of the previous cap of \$1,500,000.00 within two (2) years, the increase of \$1,500,000.00 to the cap is an accurate representation of the required funding to complete this five (5) year agreement.

All the terms and conditions of the original agreement shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

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


Kenneth G Arnold
Commissioner

KGA:TMG:jd

c: Thomas M. George, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Vivian Toscano, Civil Engineer III

APPROVED:


Edward W. Powers Date
Deputy County Executive

DISAPPROVED:

Edward W. Powers Date
Deputy County Executive



REQUEST TO INITIATE

RTI Number 22-0093

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☐ RFP ☐ RFBC ☒ In-House or Requirements Work OrderProject Title: N&P Civil Engineering and Site Development On-Call AgreementDepartment: Public Works Project Manager: Vivian Toscano Date: March 10, 2022Service Requested: Funding increase for "On-Call" Civil Engineering Site Design Services Agreement H61001-10CJustification: The County has exceeded the approved cap for agreement H61001-10C. The County will need to utilize this agreement for its remaining duration of another 2.5 years. Several task orders are needed for 2022 and beyond, and design cannot progress. In order to continue to use this agreement, an increase of \$1,500,000.00 in the cap is required.Requested by: Public Works Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$0.01
Circle appropriate phaseTotal Project Cost: TBD Date Start Work: ASAP Duration: TBD
Includes, design, construction and CM Phase being requested Phase being requestedCapital Funding Approval: YES ☐ NO ☐ Roseann Delleva 3-15-22
SIGNATURE DATEFunding Allocation (Capital Project): _____
See Attached Sheet if multiyear ☐NIFS Entered: _____
SIGNATURE DATEAIM Entered: N. Delleva 3/16/22
SIGNATURE DATEFunding Code: 63400-000
use this on all encumbrancesTimesheet Code: 22-0093
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____Department Head Approval: YES ☒ NO ☐ W. A. [Signature]
SIGNATUREDCE/Ops Approval: YES ☒ NO ☐ Edward W. Powers 03/16/2022
SIGNATURE

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

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

DCE/Ops Approval: YES NO Signature _____

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.

Thomas F. Lembo, PE, Senior Partner/Compliance Officer

Name and Title of Authorized Representative

m/d/yy



09/15/2022

Signature

Date

N & P Engineering, Architecture and Land Surveying, PLLC

Name of Organization

70 Maxess Road, Melville, NY 11747

Address of Organization

LAURA CURRAN
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

November 22, 2021

Mr. Russell Scott, P.E.
Nelson & Pope Engineering, Architecture and Land Surveying, PLLC
572 Walt Whitman Road
Melville, New York 11747

Re: On Call Civil Site Design
Contract No. H61001-10C
Encumbrance No. CFPW18000022
Extension of Contract

Dear Mr. Scott:

In accordance with Section 1 of the above referenced contract, the Department has extended the Agreement for two (2) additional years. The new expiration date is February 20, 2025. The same terms, conditions, and covenants of the initial terms of the Agreement shall apply to this extension.

Very truly yours,

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

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

KGA:RM:ac

c: Brian J. Schneider, Deputy County Executive for Parks & Public Works
Rakhal Maitra, Deputy Commissioner of Public Works
Roseann D'Alleva, Deputy Commissioner of Public Works
Christopher Nolan, Deputy Budget Director
Matt Duffy, Inspector, Comptroller's Office
Christopher Paggi, Chief Civil Engineer
Vivian Toscano, Civil Engineer III



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2022

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

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: Alyson Graziosi PHONE (A/C, No, Ext): 516-869-8788 E-MAIL ADDRESS: agraziosi@crpggrp.com FAX (A/C, No): 1-516-706-2973															
INSURED N & P Engineering, Architecture and Land Surveying, PLLC 70 Maxess Road Melville NY 11747		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Insurance</td> <td>35289</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER D: Property and Casualty Insurance Company of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Continental Insurance	35289	INSURER B: Travelers Indemnity Company	25658	INSURER C: Berkley Insurance Company	32603	INSURER D: Property and Casualty Insurance Company of Hartford	34690	INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 1660524155

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6020187116	8/14/2022	8/14/2023	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
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			12UENOL5053	8/14/2022	8/14/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-3S119395-22-NF	8/14/2022	8/14/2023	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	PROFESSIONAL LIABILITY			AEC-9053085-08	3/8/2022	3/8/2023	\$5,000,000 \$5,000,000 PER CLAIM AGGREGATE

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

NAMED INSURED ADDRESS: 70 Maxess Road, Melville, 11747

Nassau County and its affilcts and officers are included as additional insured as per written contract

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

Nassau County
1194 Prospect Avenue
Westbury NY 11590-2723

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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E-14-19

NIFS ID:CFPW18000022 Department: Public Works

Capital: X

SERVICE: H61001-10C6 On-Call Civil Engineering

Contract ID #:CFPW18000022 NIFS Entry Date: 24-DEC-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) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: N&P Engineers & Land Surveyors, PLLC (d/b/a Nelson & Pope Engineers & Surveyors)	Vendor ID#: 11-3551992
Address: 572 Walt Whitman Road Melville, NY 11747	Contact Person: Russell Scott
	Phone: 631-427-5665

Department:
Contact Name: Andrea Pereira
Address: 1194 Prospect Avenue, Westbury, NY 11590
Phone: 516-571-9673

Routing Slip

Department	NIFS Entry: X	24-DEC-18 -- LDIONISIO
Department	NIFS Approval: X	26-DEC-18 -- RDALLEVA
DPW	Capital Fund Approved: X	26-DEC-18 -- RDALLEVA
OMB	NIFA Approval: X	02-JAN-19 -- APERSICH
OMB	NIFS Approval: X	31-DEC-18 -- SDEWS
County Atty.	Insurance Verification: X	27-DEC-18 -- AAMATO
County Atty.	Approval to Form: X	27-DEC-18 -- NSARANDIS
CPO	Approval: X	17-JAN-19 -- KOHAGENCE

DCEC	Approval: X	30-JAN-19 -- JCHIARA
Dep. CE	Approval: X	30-JAN-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	31-JAN-19 -- JSCHANTZ
Legislature	Approval: X	17-DEC-19 -- CALBERT
Comptroller	Deputy: X	07-FEB-20 -- JSCHOEN
NIFA	NIFA Approval: X	18-FEB-20 -- MWORSHAM

Contract Summary

Purpose: To retain professional engineering services on an on-call basis for design and design-related support services for various engineering projects of the Civil Engineering and Site Development Unit. These services shall include, but are not limited to, the development of studies and recommendations, surveying, design plans, construction estimates and special specifications for roads, bridges, parks, drainage facilities, or various other County infrastructures. These services could also include providing Civil Engineers, Structural Engineers, Surveyors, Landscape Architects, AutoCAD Draftsmen, Horticultural Inspectors and Engineering Aides to support the Department's Civil Engineering and Site Development staff.

Method of Procurement: Procurement through an RFP process in accordance with DPW procedures for retaining professional engineering services.

Procurement History: The Contract was entered into after a written request for proposals was issued on August 20, 2018. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on September 14, 2018. 18 proposals were received and evaluated. The proposals were scored and ranked. As a result of the scoring and ranking, the 6 highest-ranking proposers were selected.

Description of General Provisions: Standard Nassau County Agreement format utilized.

Impact on Funding / Price Analysis: Project funding will be from appropriate Capital Project as task orders are issued.

Change in Contract from Prior Procurement: Not Applicable.

Recommendation: (approve as submitted) Approve as submitted.

Advertisement Information

BUDGET CODES	
Fund:	PWCAPCAP
Control:	63
Resp:	400
Object:	00002
Transaction:	CF
Project #:	63400
Detail:	000

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.01
Other	\$ 0.00
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/63400-000	\$ 0.01
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 0.01

E-14-19
Corrected Backup
Updated Disclosure Forms and Includes
Certificate of No Change

2019 DEC -9 10:47

MASSACHUSETTS
CLERK OF THE COURT
RECEIVED



E-14-19

NIFS ID:CFPW18000022 Department: Public Works

Capital: X

SERVICE: H61001-10C6 On-Call Civil Engineering

Contract ID #:CFPW18000022 NIFS Entry Date: 24-DEC-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

Vendor Info:	
Name: N&P Engineers & Land Surveyors, PLLC (d/b/a Nelson & Pope Engineers & Surveyors)	Vendor ID#: 11-3551992
Address: 572 Walt Whitman Road Melville, NY 11747	Contact Person: Russell Scott
	Phone: 631-427-5665

Department:	
Contact Name: Andrea Pereira	
Address: 1194 Prospect Avenue, Westbury, NY 11590	
Phone: 516-571-9673	

RECEIVED
 NASSAU COUNTY
 CLERK OF SUPPLIES
 2018 DEC -9 PM 4:47

Routing Slip

Department	NIFS Entry: X	24-DEC-18 -- LDIONISIO
Department	NIFS Approval: X	26-DEC-18 -- RDALLEVA
DPW	Capital Fund Approved: X	26-DEC-18 -- RDALLEVA
OMB	NIFA Approval: X	02-JAN-19 -- APERSICH
OMB	NIFS Approval: X	31-DEC-18 -- SDEWS
County Atty.	Insurance Verification: X	27-DEC-18 -- AAMATO
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DCEC	Approval: X	30-JAN-19 -- JCHIARA
Dep. CE	Approval: X	30-JAN-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	31-JAN-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To retain professional engineering services on an on-call basis for design and design-related support services for various engineering projects of the Civil Engineering and Site Development Unit. These services shall include, but are not limited to, the development of studies and recommendations, surveying, design plans, construction estimates and special specifications for roads, bridges, parks, drainage facilities, or various other County infrastructures. These services could also include providing Civil Engineers, Structural Engineers, Surveyors, Landscape Architects, AutoCAD Draftsmen, Horticultural Inspectors and Engineering Aides to support the Department's Civil Engineering and Site Development staff.
Method of Procurement: Procurement through an RFP process in accordance with DPW procedures for retaining professional engineering services.
Procurement History: The Contract was entered into after a written request for proposals was issued on August 20, 2018. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on September 14, 2018. 18 proposals were received and evaluated. The proposals were scored and ranked. As a result of the scoring and ranking, the 6 highest-ranking proposers were selected.
Description of General Provisions: Standard Nassau County Agreement format utilized.
Impact on Funding / Price Analysis: Project funding will be from appropriate Capital Project as task orders are issued.
Change in Contract from Prior Procurement: Not Applicable.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PWCAPCAP	Revenue		1	PWCAPCAP/63400-000	\$ 0.01
Control:	63	Contract:				\$ 0.00
Resp:	400	County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 0.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	63400	Capital	\$ 0.01			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						

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

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

2. Dollar amount requiring NIFA approval: \$1500000

Amount to be encumbered: \$.01

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: 3 years from execution

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 % 0

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

N

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

N

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

To retain professional engineering services on an on-call basis for design and design-related support services for various engineering projects of the Civil Engineering and Site Development Unit. These services shall include, but are not limited to, the development of studies and recommendations, surveying, design plans, construction estimates and special specifications for roads, bridges, parks, drainage facilities, or various other County infrastructures. These services could also include providing Civil Engineers, Structural Engineers, Surveyors, Landscape Architects, AutoCAD Draftsmen, Horticultural Inspectors and Engineering Aides to support the Department's Civil Engineering and Site Development staff.

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

02-JAN-19

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.334- 2019

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 N & P ENGINEERS & LAND SURVEYORS, PLLC D/B/A NELSON & POPE ENGINEERS & SURVEYORS

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 4 - 3

VOTING:

aye 4 nayes 3 abstained 0 recused 0
4 Legislators present

WHEREAS, the County has negotiated a personal services agreement with N & P Engineers & Land Surveyors, PLLC d/b/a Nelson & Pope Engineers & Surveyors for On- Call in connection with engineering projects of the Civil Engineering and Site Development Unit, 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 N & P Engineers & Land Surveyors, PLLC d/b/a Nelson & Pope Engineers & Surveyors.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) N&P Engineers & Land Surveyor PLLC, d/b/a as Nelson & Pope Engineers & Surveyors, having its principal office at 572 Walt Whitman Road, Melville, New York 11747 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date, (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years 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. Any task order issued to the Firm, **prior to the Expiration Date of the Agreement**, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of the development of studies and recommendations, reports, surveying, design plans, construction estimates and special specifications for roads, bridges, parks, drainage facilities, or various other County infrastructures. These services could also include providing Civil Engineers, Structural Engineers, Surveyors, Landscape Architects, AutoCAD Draftsmen, Horticultural Inspectors and Engineering Aides to support the Department's Civil Engineering and Site Development staff. The specific work divisions and deliverables related to this project are to be considered "On-Call" in nature and will be more particularly described in the "Detailed Scope of Services," provided with each solicitation for work under this agreement. Each request for work will be attached hereto and hereby be made a part made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner

or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services and/or Services During Construction that may be so authorized, shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other

preliminary materials in any format related to such items, shall become the exclusive property of the County.

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

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

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

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

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

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

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

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

13. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{Remainder of page intentionally lefty blank}

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

**N&P Engineers & Land Surveyor PLLC,
d/b/a Nelson & Pope Engineers & Surveyors**

By: [Signature]

Name: Robert G. Nelson, Jr., PE

Title: Partner

Date: 11-12-2018

NASSAU COUNTY

By: [Signature]

Name: Brian J. Schwiden

Title: County Executive

☒ Deputy County Executive

Date: FEBRUARY 21, 2020

PLEASE EXECUTE IN BLUE INK

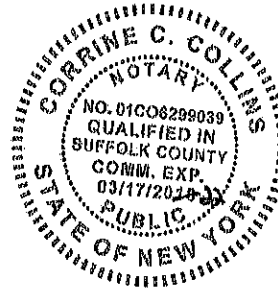
STATE OF NEW YORK)

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

On the 12 day of November in the year 2018 before me personally came Robert G. Nelson, Jr., PE 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 21 day of February in the year 2020 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

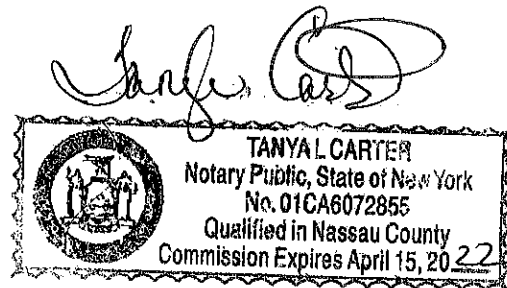


Exhibit "A"

Detailed Scope of Services

1. Scope of Services.

These services may involve, but are not limited to, providing studies, reports, analysis, load rating, surveying, AutoCAD drafting, base maps, detail maps, right of way maps, design and cost estimating on an as needed basis for various Civil Engineering, Site Development and related projects for County facilities, as well as other related specialized services. The scope of services required for a particular project will be identified, described in writing and distributed to the Firm for consideration. Each firm will submit a letter proposal for review/evaluation by the Department. The letter proposal shall include, but not limited to, proposed staffing resumes. The selected firm shall abide by all aspects of the response provided in the letter proposal. After review of the letter proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence work. Upon completion of a project, the Firm will be required to provide plans in digitized AutoCAD format, specifications, and all back-up cost estimates including take-offs, pricing, etc. All documents regarding utility coordination and project related correspondence with Town, Village, communities, utility companies, etc. shall be provided, if so requested. During construction, the Firm shall provide clarifications as necessary.

2. Notification.

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

3. Task Order Procedures.

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

A. Task Order Issuance and Submission of Proposal

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

1. Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and
2. Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described

in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order. If no due date for the Proposal is specified in the task order, such due date shall be (1) month from the date the Task order was sent by the Department to the Firm.

B. Department Review of Cost Proposal

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

Exhibit "B"

Payment Schedule

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

Compensation for services provided under the terms of this Agreement will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of **two and sixty-five hundredths (2.65)**. The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

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

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

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

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

Progress Payments:

- (1) During the progress of the design for a construction contract, the Firm shall be paid up to an accumulated total of 80% of the design fee based on "Salary Multiplier" or lump sum as outlined in the task order, as determined by the percentage of work completed shown by the submission of required progress reports as well as design document submittals, and as approved by the Commissioner. 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 any additional sum necessary to bring the payments up to 80% of the design fee based on "Salary Multiplier" or lump sum as outlined in task order.
- (2) Upon completion of all construction contract work based on the Plans prepared by the Firm and the work accepted by the County, the Firm shall be paid an additional sum to bring the final payment up to 100% of the design fee based on "Salary Multiplier" or lump sum as outlined in task order.
- (3) If an award of contract is not made within two (2) years after the plans and contract documents have been completed and accepted in writing by the Commissioner, the Firm shall be deemed to have

earned full payment for the design services the Firm shall be paid an additional sum to bring the total payments to 100% of the design fee based on "Salary Multiplier" or lump sum as outlined in task order.

Out-of-Pocket Expenses:

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

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

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

Subcontractor Costs and Subconsultant Charges:

1. Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm.
2. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.
3. The Firm shall be further reimbursed for the actual out-of-pocket expenses, as outline above, for subconsultants and subcontractors when authorized in writing by the Commissioner.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract Appendix L
Certificate of Compliance

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

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

Joesph Epifania, PE, Partner

(Name)

572 Walt Whitman Road, Melville, NY 11747

(Address)

631.427.5665

(Telephone Number)

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

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

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

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

11/12/2018

Dated

Signature of Chief Executive Officer

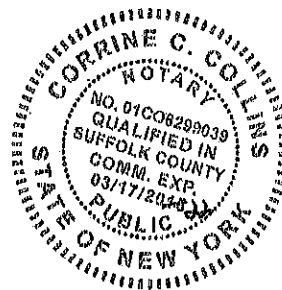
Joseph Epifania, PE, Partner

Name of Chief Executive Officer

Sworn to before me this

12 day of November, 2018

Notary Public



Nelson & Pope NCDPW Wage Rate Schedule

effective: September 13, 2018 ___ last updated: November 13, 2018

Last Name	First Name	Title	Hourly Rate
Ahearn	James	Sr Engineer	\$57.00
Amadeo	Elvin	Engineer	\$26.45
Barrie	Osman	Sr Project Manager	\$61.49
Bartell	Jesse	Survey Technician	\$29.27
Becker	Gary	Sr Associate	\$75.00
Bobyak	Lori	Project Engineer	\$38.47
Brandoff	Darlene	Field Engineering Technician	\$40.00
Braverman	Peter	Sr Project Manager	\$51.03
Burricello	Christine	Sr Survey Technician	\$33.46
Calo	Thomas	Field Engineer	\$49.98
Camara	Guy	Engineer	\$29.81
Carroll	David	Junior Engineer	\$18.00
Collins	Corrine	Project Coordinator	\$45.81
Conti	Thomas	Junior Engineer	\$15.60
D'Costa	Sean	Draftperson	\$26.45
Dello	Michael	Sr.Field Engineering Technician	\$41.95
DeLuca	Joseph	Sr. Project Engineer	\$44.23
DIBlase	Matthew	Engineer	\$32.93
Dixon	Thomas	Partner	\$75.00
Duffy	Joseph	Survey Party Chief - Consultant Rate	\$39.90
Ebinger	Peter	Sr Survey Technician	\$34.71
Eder	Patti	Sr Draftsperson	\$31.00
Epifania	Joseph	Partner	\$75.00
Falco	Richard	Engineer	\$33.66
Fallon	Robert	Project Manager	\$47.57
Fasulo	Gian Fabio	Engineer	\$28.55
Felici	Daniel	Project Engineer	\$39.63
Gonzalez	Maria	Sr Draftsperson	\$29.42
Greenbaum	Patricia	Administrative Assistant	\$23.02
Higgins	Francis	Field Engineer	\$45.89
Itzler	Joshua	Junior Engineer	\$16.54
Jacob	Justin	Engineer	\$26.93
Kamm	Tyler	Sr. Project Engineer	\$44.23
Kern	Kyle	Project Engineer	\$39.63
Klein	Jon	Director of Grants - Management	\$40.00
LaValle	Richard	Associate	\$71.26
Lembo	Thomas	Partner	\$75.00
Lool	Edgar	Sr Engineering Technician	\$34.70
Maffetone	Jonathan	Project Engineer	\$41.83

Nelson & Pope NCDPW Wage Rate Schedule

effective: September 13, 2018 _ last updated: November 13, 2018

Last Name	First Name	Title	Hourly Rate
Mattera	Matthew	Project Engineer	\$40.89
McFerran	Eric	Partner	\$75.00
McGrath	Ryan	Project Manager	\$40.87
Merkel	Jason	Project Architect	\$39.78
Milani	George	Sr Engineer	\$59.30
Milliken	James	Sr Project Manager	\$63.90
Mock	Melissa	Sr Administrative Assistant	\$42.77
Montani	John	Field Engineer	\$52.51
Moreno	Wilson	Draftperson	\$15.50
Murphy	Michelle	Engineer	\$29.02
Murphy	Russell	Sr Engineer	\$61.70
Nelson	Robert	Partner	\$75.00
O'Dwyer	Thomas	Junior Engineer	\$18.00
Patanjo	Robert	Sr. Field Engineering Technician	\$42.50
Pecora	Joseph	Associate	\$67.35
Perrotta	John	Sr. Project Manager	\$68.29
Peterman	Eric	Project Manager - Survey	\$40.14
Peterman	Gregory	Partner	\$75.00
Petrova	Nikoleta	Draftperson	\$24.50
Pfuhl	Ronald	Sr Project Manager	\$61.75
Protosow	Richard	Field Engineer	\$51.00
Risinger	Scott	Project Manager	\$54.14
Rodie	Brian	Project Engineer	\$42.10
Sauer	Gary	Sr. Engineering Technician	\$35.00
Schick	Matthew	Sr. Surveyor	\$45.09
Sclara	Michael	Partner	\$75.00
Scott	Russell	Partner	\$75.00
Sylvester	Paul	Sr. Field Engineering Technician	\$42.00
Tracy	Dylan	Junior Engineer	\$17.00
Van Helden	Kenneth	Sr Draftsperson	\$26.93
Vaz	John	Sr Engineering Technician	\$33.72
Voorhis	Christopher	Project Manager	\$46.88
Walker	Elizabeth	Sr Administrative Assistant	\$37.44
Weller	Richard	Associate Surveyor	\$60.70
Union	Consultant Rate	Union Survey Survey Party Chief	\$39.90
Union	Consultant Rate	Union Survey Rodperson	\$28.34
Union	Consultant Rate	Union Transit Man	\$32.81

Nelson & Pope NCDPW Wage Rate Schedule

last updated: September 13, 2018

Last Name	First Name	Title	Hourly Rate
Aitken	Mary	Planner	\$31.21
Arnesen	Eric	Project Manager/Hydrogeologist	\$44.88
Beltrani	Adriana	Env. Planner 3	\$26.93
Brusseau	Michael	Project Manager/Sr.Environmental Planner	\$49.78
Cartwright	Elizabeth	Environmental Engineer	\$29.43
Crespo	Ashley	Assistant Landscape Ecologist	\$22.00
Dellavecchia	Nicole	Economic Analyst/Planner	\$33.97
Durante	Magda	Administrative Assistant	\$16.00
Elseman	Kathryn	Partner/Division Manager	\$72.12
Emouna	Hannah	Environmental Scientist	\$31.74
Franson	Maria (Bonnie)	Partner/Principal Planner	\$69.71
Garner	Taylor	Env. Planner 3	\$26.93
Kassner	Jeffrey	Senior Environmental Scientist	\$65.00
Keenan	Eileen	Senior Planner	\$39.82
Klein	Jon	Director of Grants - Management Services	\$40.00
Lockman	Jonathan	Principal Environmental Planner	\$49.53
Malicki	Phillip	Senior Environmental Planner	\$38.85
Marclszyn	Ashley	Administrative Assistant	\$26.94
Marino	Raymond	Environmental Scientist	\$31.25
McGinn	Jonathan	Environmental Technician	\$20.52
McGinn	Steven	Partner/Division Manager	\$72.12
Ner-Karas	Sylvia	Senior Environmental Scientist	\$36.06
O'Farrell	Carrie	Senior Partner	\$74.52
Robin	Scott	Environmental Planner	\$32.03
Scarfo	Brianna	Environmental Analyst	\$27.00
Schmidt	Rusty	Landscape Ecologist	\$36.07
Singer	Sarah	Env. Planner 2	\$31.25
Stach	Maximilian	Partner/Principal Planner	\$64.90
Turner	Stuart	Partner/Principal Planner	\$64.90
Voorhis	Charles	Managing Partner	\$81.73
Vricella	Carl	Field Technician	\$17.00