Certified: --

E-133-23

FILED WITH THE NASSAU COUNTY CLERK OF THE LEGISLATURE NOVEMBER 3, 2023 2;02PM

NIFS ID: CLPW23000015

Capital: X

Contract ID #: CFPW20000020

NIFS Entry Date: 08/23/2023

Department: Public Works

Service: Amend 1 PSAP Uncontrolled Crosswalk T62211-01D PIN 0761.58

Term: 36 months from date of execution

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension: **X**		
Addl. Funds:		
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):	**Yes**
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** Contract Specific Contact: **Russell Scott**	
Main Phone: **(631) 427-5665** Contract Specific Phone: **(631) 427-5665**	

Department:
Contact Name: **David Cotter**
Address: **NCDPW** **1194 Prospect Ave** **Westbury, NY 11590**
Phone: **(516) 571-3913**
Email: **dcotter@nassaucountyny.gov,mhagan@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov**

Contract Summary

Purpose: The contract was originally executed by Nassau County on October 13, 2020 in the amount of $477,500.00. This amendment is necessary for the payment services provided through the amending of Appendix B "Payment Schedule" and an extension of the contract. No new funds are requested. The purpose of this contract was to provide design services for the project known as Pedestrian Action Safety Plan (PSAP) Uncontrolled Crosswalk Safety Improvements.

Method of Procurement: Was advertised in New York Newsday, NYS Contract Reporter, and on the County's eProcurement site from September 26, 2019 until October 28, 2019. Following a review of Proposals, Nelson & Pope was determined to be the lowest responsible proposal.

Procurement History: Was advertised in New York Newsday, NYS Contract Reporter, and on the County's eProcurement site from September 26, 2019 until October 28, 2019. Four Proposals were received. Following a review of Proposals, Nelson & Pope was determined to be the lowest responsible proposal.
Description of General Provisions: The purpose of this contract was to provide design services for the project known as Pedestrian Action Safety Plan (PSAP) Uncontrolled Crosswalk Safety Improvements.
Impact on Funding / Price Analysis: The costs associated with this contract have been budgeted in the Capital Plan. This agreement is valued at $477,500.00. No New Funds are Requested. Capital Project 62211. This is a FEDERAL AID job, PIN 0761.58.
Change in Contract from Prior Procurement: The amending of Appendix B "Payment Schedule" and an extension of the contract will allow the County to pay Nelson & Pope and close out the project..
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 62211 158	02	$0.01
Project Number 62211 Project Detail 158								
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	109
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**

Routing Slip

Department			
NIFS Entry	David Cotter	12/07/2022 02:28PM	Approved
NIFS Final Approval	Roseann D'Alleva	08/30/2023 01:11PM	Approved
Final Approval	Roseann D'Alleva	08/30/2023 01:11PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	08/30/2023 01:12PM	Approved
Final Approval	Roseann D'Alleva	08/30/2023 01:12PM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	08/30/2023 01:17PM	Approved
Approval as to Form	Thomas Montefinise	08/31/2023 02:47PM	Approved
NIFS Approval	Mary Nori	09/28/2023 04:51PM	Approved
Final Approval	Mary Nori	09/28/2023 04:51PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	08/30/2023 01:32PM	Approved
NIFA Approval	Christopher Nolan	09/26/2023 01:18PM	Approved
Final Approval	Christopher Nolan	09/26/2023 01:18PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	10/02/2023 03:57PM	Approved
DCE Compliance Approval	Robert Cleary	10/23/2023 05:29PM	Approved
Vertical DCE Approval	Arthur Walsh	11/03/2023 06:21AM	Approved
Final Approval	Arthur Walsh	11/03/2023 06:21AM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	11/03/2023 01:53PM	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 SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND N & P ENGINEERING, ARCHITECTURE AND LAND SURVEYING, PLLC.

WHEREAS, the County negotiated an amendment to a personal services agreement with N & P Engineering, Architecture and Land Surveying, PLLC to provide design services for the project known as Pedestrian Action Safety Plan (PSAP) Uncontrolled Crosswalk Safety Improvements, a copy of which is on file with the Clerk of the Legislature; NOW, THEREFORE, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with N & P Engineering, Architecture and Land Surveying, PLLC.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) **~~Nelson~~ & ~~Pope~~ Engineering, Architecture~~,~~ and Land Surveying** PLLC, having its principal office at 70 Maxess Road, Melville, New York 11747, formerly at 572 Walt Whitman Road, Melville 11747 (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number T62211-01D between the County and the Firm, executed on behalf of the County on October 13, 2020 (the "Original Agreement"), the Firm performed certain services for the County in connection with Final Design Services for all construction activities for PSAP Uncontrolled Crosswalk Safety Improvements, various hamlets and towns, for the Nassau County Traffic Engineering Unit, which services are more fully described in the Original Agreement (the "Services");

WHEREAS, the term of the Original Agreement was from October 13, 2020 through October 12, 2021 (the "Original Term"),

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

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Four Hundred Seventy Seven Thousand Five Hundred Dollars ($477,500.00) (the "Maximum Amount"),

WHEREAS, the County and the Firm desire to extend the contract for 36 months from the date of certification of this Amendment,

WHEREAS, the Agreement contains Appendix B "Payment Schedule", and identifies the job titles and wages. The inclusion of the "Payment Schedule in Appendix B, and identifying the job titles and wages in Appendix B were all errors, and unintentionally contradict the County pre-approved wages for various job titles listed under their Consultant/Vendor Wage Rate List.

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

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

Term Extension. The Term of this agreement in consideration shall be extended by 36 months from the date Amendment No. 1 is certified by the County, so that the amended term commences on October 12, 2021. The new termination date for this agreement shall be 36 months from the date it is executed by the County (Amended Term).

Amended Appendix B. Appendix B "Payment Schedule", is amended to delete the "Budget Proposal" job title/wage matrix and replace it with Nassau County Department of Public Works Consultant/Vendor Wage Rate List to be utilized with a 2.65 salary and wage multiplier.

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

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

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

N~~elson~~ & P~~ope~~ Engineering, Architecture~~,~~ and Land Surveying, PLLC

By: _____
Name: Russell Z. Scott, PE
Title: Senior Partner
Date: 6/12/2023

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

23

On the 12 day of June in the year 20~~21~~ 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

CORRINE C. COLLINS
NOTARY
NO. 01CO6298039
QUALIFIED IN
SUFFOLK COUNTY
COMM. EXP.
03/17/2018
PUBLIC
STATE OF NEW YORK

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

On the ____ day of _____ in the year 2021 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

i

_____

i

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.

Signature

T.F. LOMBO, AMEINER

Printed Name and Title

8.25.2025

Date

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: $0.01

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 36 months from date of execution
Has work or services on this contract commenced? No

If yes, please explain:

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 contract was originally executed by Nassau County on October 13, 2020 in the amount of $477,500.00. This amendment is necessary for the payment services provided through the amending of Appendix B "Payment Schedule" and an extension of the contract. No new funds are requested. The purpose of this contract was to provide design services for the project known as Pedestrian Action Safety Plan (PSAP) Uncontrolled Crosswalk Safety Improvements.

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

AUTHORIZATION

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

CNOLAN 09/26/2023

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

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

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: N&P Engineering, Architecture and Land Surveying, PLLC

CONTRACTOR ADDRESS: 70 Maxess Road, Melville, NY 11747

FEDERAL TAX ID #: [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on October 13, 2020 [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 an RFP was issued in Newsday, ePRocure and NYS Contract Reporter, four proposals were received. The evaluation committee consisted of Harold Lutz, Director of Traffic Engineering, Christopher Paggi, Assistant Director of Traffic Engineering , Michael Hagan, Traffic Engineer III and David Cotter, Traffic Engineer I, they selected H&P Engineering, Architecture and Land Surveying, PLLC as the best value for Nassau County. [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.

Rosemarie Allen

Department Head Signature

8/24/23

Date

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

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq. Designated DCCO

DATE: April 12, 2023

SUBJECT: Contract No: T62500-04D & T62211-01D
On Call Traffic Engineering & PSAP
Amendment
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 employees 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.

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 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, in 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 T625000-04D.

Jane Houdek

Jane Houdek
Attorney for DPW

JH:pl

Certificate of No Change Form

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

I, Thomas F. Lembo, PE state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: N & P Engineering, Architecture and Land Surveying, PLLC

Vendor's Address: 70 MAXESS ROAD MELVILLE NY US 11747

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 08/09/2023 10:35:36 am

Lobbyist Registration and Disclosure Form: 08/09/2023 10:37:17 am

Business History Form certified: 06/13/2023 05:49:30 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 06/13/2023 07:27:43 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Thomas C. Dixon, PE [TDIXON@NELSONPOPE.COM]
Date Certified	06/13/2023 05:02:37 pm

Principal Name	Eric J. McFerran, PE [EMCFERRAN@NELSONPOPE.COM]
Date Certified	06/13/2023 05:14:56 pm

Principal Name	Russell Z. Scott, PE [RSCOTT@NELSONPOPE.COM]
Date Certified	06/13/2023 05:22:24 pm

Principal Name	Thomas F. Lembo, PE [TLEMBO@NELSONPOPE.COM]
Date Certified	06/13/2023 05:06:51 pm

Principal Name	Greogry D. Peterman, PLS [GPETERMAN@NELSONPOPE.COM]
Date Certified	06/13/2023 05:10:35 pm

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

CERTIFICATION

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

Thomas F. Lembo, PE TLEMBO@NELSONPOPE.COM

Name

Senior Partner/Compliance Officer

Title

N & P Engineering, Architecture and Land Surveying, PLLC

Name of Submitting Entity

08/09/2023 10:38:05 am

Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [X] 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: NPPAC and NPVPAC contributed to: Friends of James Kennedy, Jr, Friends of Laura Schaefer, Friends of Rose Walker, Friends of Jennifer Garber, Blakeman for Nassau and Citizens for Nicolello - 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: 08/09/2023 10:35:36 am

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

Title: Senior Partner/Compliance Officer

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Russell Z. Scott, PE
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   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: East Northport State/Province/ Territory: Zip/Postal Code: 11731
   Country: US
   Telephone: 6312391203

   List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	01/01/2017
Vice President			
(Other)			

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

See attached.

1 File(s) uploaded: PQF_Ques 5_ ALL Partners Ownership w-add_01 01 2023 rev 06 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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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

06/13/2023 05:22:24 pm

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2023 rev 06/2023

	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	East Coast Geoservices LLC	Terry Bergendorff Collins Land Surveying PLLC	N & P Engineering LLC	N&P-GdB
Tax ID	[redacted]									
Lembo, Thomas 3 Cousins Street, Fort Salonga, NY 11768										
Peterman, Gregory 4 Ormont Lane, Stony Brook, NY 11790										
McFerran, Eric 9 Hawkins Drive, Northport, NY 11768										
Dixon, Thomas 50 Oakland Street, East Patchogue, NY 11772										
Scott, Russell 1001 4th Street, East Northport, NY 11731										
Sciara, Michael 32 Forest Drive, Plainview, NY 11803										
Crane, Matthew 420 Grove Avenue, Patchogue, NY 11772										
John Perrotta 6 Windmill Lane, Mount Sinai, NY 11766										
McGinn, Steven 30 Karp Drive, Islip Terrace, NY 11752										
Eiseman, Kathryn 167 South Country Road, Bellport, NY 11713										
O'Farrell, Carrie 116 The Crescent, Babylon, NY 11702										
Brant Reiner 50 Squires Blvd, Hampton Bays, NY 11946										
Stach, Maximilian 8 Crescent Place, Monroe, NY 10950										
Franson, Bonnie (Maria) 20 Bridge Street, Monroe, NY 10950										
N & P Engineering, Architecture and Land Surveying, PLLC										
Nelson Pope & Voorhis, LLC										
Terry Bergendorff Collins Land Surveying PLLC										
Haks Engineers, Architects and Land Surveyors										
Gayron de Bruin, Land Surveying and Engineering, PC										
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: Eric J. McFerran, PE
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   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	01/01/2004
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.

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

See attached.

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

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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

06/13/2023 05:14:56 pm

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2023 rev 06/2023

	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
Tax ID	[redacted]									
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McFerran, Eric 9 Hawkins Drive, Northport, NY 11768										
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Sciara, Michael 32 Forest Drive, Plainview, NY 11803										
Crane, Matthew 420 Grove Avenue, Patchogue, NY 11772										
John Perrotta 6 Windmill Lane, Mount Sinai, NY 11766										
McGinn, Steven 30 Karp Drive, Islip Terrace, NY 11752										
Eiseman, Kathryn 167 South Country Road, Bellport, NY 11713										
O'Farrell, Carrie 116 The Crescent, Babylon, NY 11702										
Brant Reiner 50 Squires Blvd, Hampton Bays, NY 11946										
Stach, Maximilian 8 Crescent Place, Monroe, NY 10950										
Franson, Bonnie (Maria) 20 Bridge Street, Monroe, NY 10950										
N & P Engineering, Architecture and Land Surveying, PLLC										
Nelson Pope & Voorhis, LLC										
Terry Bergendorff Collins Land Surveying PLLC										
Haks Engineers, Architects and Land Surveyors										
Gayron de Bruin, Land Surveying and Engineering, PC										
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: Gregory D. Peterman, PLS
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

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	01/01/2003
Vice President			
(Other)			

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

See attached.

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6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
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b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Greogry D. Peterman, PLS , 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, Greogry D. Peterman, PLS , 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:
Greogry D. Peterman, PLS GPETERMAN@NELSONPOPE.COM

Senior Partner

Title

06/13/2023 05:10:35 pm

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2023 rev 06/2023

	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
Tax ID	[redacted]									
Lembo, Thomas 3 Cousins Street, Fort Salonga, NY 11768										
Peterman, Gregory 4 Ormont Lane, Stony Brook, NY 11790										
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McGinn, Steven 30 Karp Drive, Islip Terrace, NY 11752										
Eiseman, Kathryn 167 South Country Road, Bellport, NY 11713										
O'Farrell, Carrie 116 The Crescent, Babylon, NY 11702										
Brant Reiner 50 Squires Blvd, Hampton Bays, NY 11946										
Stach, Maximilian 8 Crescent Place, Monroe, NY 10950										
Franson, Bonnie (Maria) 20 Bridge Street, Monroe, NY 10950										
N & P Engineering, Architecture and Land Surveying, PLLC										
Nelson Pope & Voorhis, LLC										
Terry Bergendorff Collins Land Surveying PLLC										
Haks Engineers, Architects and Land Surveyors										
Gayron de Bruin, Land Surveying and Engineering, PC										
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: US

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	01/01/2007
Vice President			
(Other)			

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

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

See attached.

1 File(s) uploaded: PQF_Ques 5_ ALL Partners Ownership w-add_01 01 2023 rev 06 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
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e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] 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 [X] 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?
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YES [ ] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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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, PE TDIXON@NELSONPOPE.COM

Senior Partner

Title

06/13/2023 05:02:37 pm

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2023 rev 06/2023

	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
Tax ID	[redacted]									
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Franson, Bonnie (Maria) 20 Bridge Street, Monroe, NY 10950										
N & P Engineering, Architecture and Land Surveying, PLLC										
Nelson Pope & Voorhis, LLC										
Terry Bergendorff Collins Land Surveying PLLC										
Haks Engineers, Architects and Land Surveyors										
Gayron de Bruin, Land Surveying and Engineering, PC										
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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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: US

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	01/01/2002
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 [X] NO [ ] If Yes, provide details.

See attached.

1 File(s) uploaded: PQF_Ques 5_ ALL Partners Ownership w-add_01 01 2023 rev 06 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 [X] 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.

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

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.

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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/Complinace Officer

Title

06/13/2023 05:06:51 pm

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2023 rev 06/2023

	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
Tax ID	[redacted]									
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McGinn, Steven 30 Karp Drive, Islip Terrace, NY 11752										
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O'Farrell, Carrie 116 The Crescent, Babylon, NY 11702										
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Haks Engineers, Architects and Land Surveyors										
Gayron de Bruin, Land Surveying and Engineering, PC										
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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: 06/13/2023

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: [redacted]

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

6) The proposer is a: Partnership (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:

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

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 [X] 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 rev 06 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 [X] NO [ ] If yes, please provide details:

Please see attached

1 File(s) uploaded: BHF_Ques 9_ ALL Partners Ownership w-add_01 01 2023 rev 06 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

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 [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/1954

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 rev 06 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;

[redacted]

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

06/13/2023 05:49:30 pm
Date

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 17A (i), 17 A(ii) and 17(iii)

17A (i), 17 A(ii) and 17(iii) Response:

A few years after beginning her employment at N&P, Elizabeth Walker became the daughter-in-law of an individual who would be elected approximately 7 years later to the Nassau County Legislature. As discussed in our response to Question 17(b), all N&P staff are required to sign an Acknowledgement Certification, that is included with our Nassau County approved "N&P Protocols for Nassau County Projects". In the Acknowledgment, the staff must identify any "Covered Relationships" that exist. After reviewing the definition of a Family Member on page 111 of the Nassau County Vendor Code of Ethics, it is our opinion and that of her attorney, the N&P employee does not have any "Covered Relationships". Therefore, there exists no actual or appearance of a conflict of interest.

Five (5) N&P staff did identify in their signed Acknowledgement Certifications that they had "Covered Relationships". Three (3) staff members identified relations that were Nassau County Police Officers, one (1) staff member identified a brother who is a Nassau County Police Detective and one (1) employee who identified a daughter who in 2017 was hired as a Clerk Laborer I in the Nassau County Clerk's Office, two (2) years following his commencing employment with N&P. Due to the work responsibilities of the individuals identified as "Covered Relationships", there is no existing actual or appearance of a conflict of interest that would prevent these N&P staff from working on all aspects of Nassau County projects or soliciting or prepare proposals for future Nassau County projects.

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.

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	Owns 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
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 rev 06/2023

	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
Tax ID	[redacted]									
Lembo, Thomas 3 Cousins Street, Fort Salonga, NY 11768										
Peterman, Gregory 4 Ormont Lane, Stony Brook, NY 11790										
McFerran, Eric 9 Hawkins Drive, Northport, NY 11768										
Dixon, Thomas 50 Oakland Street, East Patchogue, NY 11772										
Scott, Russell 1001 4th Street, East Northport, NY 11731										
Sciara, Michael 32 Forest Drive, Plainview, NY 11803										
Crane, Matthew 420 Grove Avenue, Patchogue, NY 11772										
John Perrotta 6 Windmill Lane, Mount Sinai, NY 11766										
McGinn, Steven 30 Karp Drive, Islip Terrace, NY 11752										
Eiseman, Kathryn 167 South Country Road, Bellport, NY 11713										
O'Farrell, Carrie 116 The Crescent, Babylon, NY 11702										
Brant Reiner 50 Squires Blvd, Hampton Bays, NY 11946										
Stach, Maximilian 8 Crescent Place, Monroe, NY 10950										
Franson, Bonnie (Maria) 20 Bridge Street, Monroe, NY 10950										
N & P Engineering, Architecture and Land Surveying, PLLC										
Nelson Pope & Voorhis, LLC										
Terry Bergendorff Collins Land Surveying PLLC										
Haks Engineers, Architects and Land Surveyors										
Gayron de Bruin, Land Surveying and Engineering, PC										
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

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2023 rev 06/2023

	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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Haks Engineers, Architects and Land Surveyors										
Gayron de Bruin, Land Surveying and Engineering, PC										
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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

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2023 rev 06/2023

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N & P Engineering, Architecture and Land Surveying, PLLC

Partners Information as of 01/01/2023

	Ownership	Position	Profession	State	Lic #
Lembo, Thomas [redacted]	[redacted]	Partner	Engineer	[redacted]	[redacted]
Peterman, Gregory [redacted]		Partner	Surveyor		
McFerran, Eric [redacted]		Partner	Engineer		
Dixon, Thomas [redacted]		Partner	Engineer		
Scott, Russell [redacted]		Partner	Engineer		
Sciara, Michael [redacted]		Partner	Architect		
Crane, Matt [redacted]		Partner	Surveyor		
Perrotta, John [redacted]		Partner	Engineer		
	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
[redacted]

BETTY ROSA
COMMISSIONER OF EDUCATION

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: [redacted]

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 rev 06 13 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 rev 06 13 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.

See attached.

1 File(s) uploaded: CCVD Q6 Response _Contract T62500-03D & T62500-04D.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None."

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

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

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

NONE - 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, PE [TLEMBO@NELSONPOPE.COM]

Dated: 06/13/2023 07:27:43 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 by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

NELSON + POPE
engineers • architects • surveyors

Consultant's, Contractor's and Vendor's Disclosure (CCVD) Form Response to Question 6

The following is a list of all affiliated and related companies and their relationship to Nelson + Pope:

- 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)

For it is not anticipated that any affiliates will take part in the performance of the contract.

It is anticipated for **CONTRACT T62500-03D and T62500-04D** that affiliate N&P Construction Layout may take part in the performance of the contract.

N & P Engineering, Architecture and Land Surveying, PLLC
Partners Information as of 01/01/2023 rev 06/2023

	Ownership	Position	Profession	State	Lic #
Lembo, Thomas [redacted]	[redacted]	Partner	Engineer	[redacted]	[redacted]
Peterman, Gregory [redacted]		Partner	Surveyor		
McFerran, Eric [redacted]		Partner	Engineer		
Dixon, Thomas [redacted]		Partner	Engineer		
Scott, Russell [redacted]		Partner	Engineer		
Sciara, Michael [redacted]		Partner	Architect		
Crane, Matt [redacted]		Partner	Surveyor		
Perrotta, John [redacted]		Partner	Engineer		
	100.0000%	-	-	-	-

COUNTY OF NASSAU

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

1. Name of the Entity: N&P Construction Layout

Address: 70 Maxess Road

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

Country: US

2. Entity's Vendor Identification Number: [redacted]

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 CONS LAYOUT w-add_Ownership_Percentages_01 01 2023 rev 06 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 CONS LAYOUT w-add_Ownership_Percentages_01 01 2023 rev 06 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 Engineering, Architecture and Land Surveying, PLLC (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 [X]

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

NONE - N&P Construction Layout 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 Construction Layout 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 Construction Layout 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, PE [TLEMBO@NELSONPOPE.COM]

Dated: 06/13/2023 07:42:08 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 by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

N&P Construction Layout

Partners Information as of 01/01/2023 rev 06/2023

	Ownership	Position	Profession	State	Lic #
Lembo, Thomas [redacted]	[redacted]	Partner	Engineer	[redacted]	[redacted]
Peterman, Gregory [redacted]		Partner	Surveyor		
McFerran, Eric [redacted]		Partner	Engineer		
Dixon, Thomas [redacted]		Partner	Engineer		
Scott, Russell [redacted]		Partner	Engineer		
Sciara, Michael [redacted]		Partner	Architect		
Crane, Matt [redacted]		Partner	Surveyor		
Perrotta, John [redacted]		Partner	Engineer		
	100.0000%	-	-	-	-

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/11/2023

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

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

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 FAX (A/C, No): 1-516-706-2973
E-MAIL ADDRESS: agraziosi@crpgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance	35289
INSURER B : Travelers Indemnity Company	25658
INSURER C : Berkley Insurance Company	32603
INSURER D : Property and Casualty Insuranc	34690
INSURER E :	
INSURER F :	

INSURED NPENGIN
N & P Engineering, Architecture and
Land Surveying, PLLC
70 Maxess Road
Melville NY 11747

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y		[redacted]	8/14/2023	8/14/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMP BEN.	$ 1,000,000
D	**AUTOMOBILE LIABILITY**	Y		[redacted]	8/14/2023	8/14/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR	Y		[redacted]	8/14/2023	8/14/2024	EACH OCCURRENCE	$ 11,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 11,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	PROFESSIONAL LIABILITY			[redacted]	3/8/2023	3/8/2024	$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
RE: Amendment No. 1 for T62211-01D PSAP-Uncontrolled Crosswalk Safety Improvements

Nassau County and Department of Public Works are included as additional insured as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION 30 day notice applies

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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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: May 3, 2023

SUBJECT: Increasing the Time and Modifying the Contract for Pedestrian Safety Action Plan (PSAP) Uncontrolled Crosswalk Safety Improvements
RFP# PW-T62211-01D/PIN 0761.58
Agreement E-112-20 CFPW20000020

The Department of Public Works procured **Nelson & Pope Engineering, Architects and Land Surveyors, PLLC. (Nelson & Pope)** to provide design services for the PSAP Uncontrolled Crosswalk Safety Improvements project. This agreement was signed on October 13, 2020, for a duration of twelve (12) months for an amount of $477,500.00. The project was delayed due to pandemic related issues such as availability of consultant staff due to offices shutting down and design of the project taking longer than anticipated.

Due to all the unforeseen issues mentioned above, this project couldn't move forward with the work at time and was delayed. In order to finish this project, this agreement will need to be extended beyond the current expiration date.

The Department of Public Works is requesting to extend this agreement an additional thirty-six (36) months, to complete the project. The new expiration date will be thirty-six (36) months from when the Amendment to the Contract is certified by the County.

In addition to the time extension request, it was noted during the project that there were a few errors in the original Agreement. The original Agreement included Nelson & Pope's cost estimate chart. The chart shows projected job titles and rates that may be used during the project. This chart should not have been included. Nelson & Pope have previously Nassau County approved rates for each of their employees that will work on the project. These approved rates should be used to calculate the amount due. The multiplier was not included in the agreement. A multiplier of 2.65 was agreed upon by Nassau County and Nelson & Pope prior to the start of the project. Each loaded rate for Nelson & Pope's employees should be calculated by their approved rate times the 2.65 multiplier. The total contract cap will not change.

This amendment will allow Nelson & Pope to recover monies billed that were not paid due to the inclusion of the specific rate and job title chart in the original agreement. Since, there is no difference in the final contract amount, we recommend allowing Nelson and Pope to recover the difference, retroactive to the beginning of the contract.

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.

SUBJECT: Increasing the Time and Modifying the Contract for Pedestrian Safety Action Plan (PSAP) Uncontrolled Crosswalk Safety Improvements
RFP# PW-T62211-01D/PIN 0761.58
Agreement E-112-20 CFPW20000020

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:JGP:HTL:pl
c: Joseph G. Pecora, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Daniel H. Winkelman, Assistant Director of Traffic Engineering
David Cotter, Traffic Engineer II
Christopher Yansick, Unit Head, Financial Services Unit

APPROVED:

5/23/23

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

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

Name and Title of Authorized Representative

m/d/yy

02/22/2023

Signature

Date

N & P Engineering, Architecture and Land Surveying, PLLC

Name of Organization

70 Maxess Road, Melville, NY 11747

Address of Organization

NU OJJDP/OVC OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: May 3, 2023

SUBJECT: Recommendation to Amend Retroactively Professional Services Agreement with Nelson and Pope Engineers, Architects and Land Surveyors, PLLC.
Pedestrian Safety Action Plan (PSAP) Uncontrolled Crosswalk Safety Improvements
RFP# PW-T62211-01D/PIN 0761.58
Agreement E-112-20 CFPW20000020

Introduction and Statement of Need:
This Department procured a contract to Nelson and Pope Engineers, Architects and Land Surveyors, PLLC. (Nelson & Pope) to provide design services for the PSAP Uncontrolled Crosswalk Safety Improvements project. This agreement was signed on October 13, 2020, for a duration of twelve (12) months for an amount of $477,500.00. The project was delayed due to pandemic related issues such as availability of consultant staff due to offices shutting down and design of the project taking longer than anticipated in addition to design criteria modifications imposed by the New York State Department of Transportation after the original project scope was initiated.

Technical Necessity and Status of this Agreement:
This Consultant agreement was signed on October 13, 2020, for a duration of twelve (12) months. At the current time, there are no additional funds required. In order to complete the design of the recommended improvements, the term of the agreement will need to be extended. The project includes one twenty-seven uncontrolled crosswalks throughout the County.

The Contract Requirements and the History of this Amendment:
Nelson & Pope's Agreement, T62211-01D was signed on October 13, 2020, for a duration of twelve (12) months with a cap amount of $477,500.00.

This amendment is to extend the term of the agreement by thirty-six (36) months, remove Nelson & Pope's cost estimate from the agreement and add the previously agreed 2.65 multiplier to the agreement. Since there is no difference in the final contract amount, we recommend allowing Nelson & Pope to recover the difference caused by the necessary agreement modifications, retroactive to the beginning of the contract.

Reasons why the Amendment was not achieved before Expiration:
The Traffic Engineering Unit has been working with the Comptroller's Office to pay Nelson & Pope for their completed work. Nelson & Pope has not received any payment due to previously listed errors in the agreement. A solution to this has taken longer than anticipated. Since the process began, the agreement has expired. With these modifications to the agreement, Nelson & Pope will be able to receive payment for their completed work and be able to finish this pedestrian safety project.

SUBJECT: Recommendation to Amend Retroactively Professional Services Agreement with Nelson and Pope Engineers, Architects and Land Surveyors, PLLC. Pedestrian Safety Action Plan (PSAP) Uncontrolled Crosswalk Safety Improvements
RFP# PW-T62211-01D/PIN 0761.58
Agreement E-112-20 CFPW20000020

Conclusion and Recommendations:
The Department would like to allow Nelson & Pope to recover the outstanding money due to the difference between the titles and wage rates used in the cost estimate versus the actual Nassau County approved employee wage rates. The multiplier of 2.65 was also agreed upon between Nassau County and Nelson & Pope prior to the start of the project. There will be no change in the maximum contract amount. Nelson & Pope has enough funds to finish the project and understands that they shall not exceed $477,500.00.

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

Kenneth G. Arnold
Commissioner

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

APPROVED:

5/23/23

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

E-112-20
Certified: 14-OCT-20 -- BFOX

NIFS ID:CFPW20000020 Department: Public Works

Capital: X

SERVICE: FED PSAP Uncontrolled Crosswalks-T62211-01D-PIN 0761.58

Contract ID #:CFPW20000020 NIFS Entry Date: 22-JUN-20 Term: from to

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

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

Vendor Info:	
Name: **Nelson & Pope Engineering, Architecture and Land Surveying, PLLC**	Vendor ID#:[redacted]
Address: 572 Walt Whitman Road Melville, NY 11747	Contact Person: Russell Scott
	Phone: 631-427-5665

Department:
Contact Name: David Cotter
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590
Phone: 516-571-3913

Routing Slip

Department	**NIFS Entry: X**	**22-JUN-20 -- LDIONISIO**
Department	**NIFS Approval: X**	**23-JUN-20 -- KARNOLD**
DPW	**Capital Fund Approved: X**	**23-JUN-20 -- KARNOLD**
OMB	**NIFA Approval: X**	**23-JUL-20 -- CNOLAN**
OMB	**NIFS Approval: X**	**23-JUN-20 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**23-JUN-20 -- DGRIPPO**
County Atty.	**Approval to Form: X**	**23-JUN-20 -- DGRIPPO**

CPO	**Approval: X**	**24-JUL-20 -- KOHAGENCE**
DCEC	**Approval: X**	**24-JUL-20 -- JCHIARA**
Dep. CE	**Approval: X**	**24-JUL-20 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**27-JUL-20 -- GCASTILLO**
Legislature	**Approval: X**	**04-AUG-20 -- CALBERT**
Comptroller	**Deputy: X**	**08-OCT-20 -- JSCHOEN**
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: The purpose of this contract is to establish a personal services agreement between Nassau County and Nelson & Pope to provide design services for the project known as Pedestrian Safety Action Plan (PSAP) Uncontrolled Crosswalk Safety Improvements in the amount of $477,500.00 to be paid from capital project number 62211. This is a FEDERAL AID job. PIN 0761.58.
Method of Procurement: A Request for Proposals was placed for a four week period. Following a review of four (4) technical proposals, Nelson & Pope was rated highest qualified with a cost proposal that is fair and reasonable for the amount of work required.
Procurement History: A Request for Proposals was placed for a four week period. Advertisement location/dates: Newsday (9/26, 10/3, 10/10, 10/17/2019), eProcure (9/26-10/28/2019), NYS Contract Reporter (9/26-10/28/2019).
Description of General Provisions: The purpose of this contract is to establish a personal services agreement between Nassau County and Nelson & Pope to provide design services for the project known as Pedestrian Safety Action Plan (PSAP) Uncontrolled Crosswalk Safety Improvements in the amount of $477,500.00 to be paid from capital project number 62211. This includes a safety evaluation of the existing conditions and the delivering of final design plans for the construction and implementation of NYSDOT approved safety improvement countermeasures.
Impact on Funding / Price Analysis: The costs associated with this contract have been budgeted in the Capital Plan. This agreement is valued at $477,500.00. Capital Project 62211. This is a FEDERAL AID job. PIN 0761.58.
Change in Contract from Prior Procurement: N/A.
Recommendation: (approve as submitted) Approve as Submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**62**
Resp:	**211**
Object:	**00002**
Transaction:	**CF**
Project #:	**62211**
Detail:	**158**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 477,500.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ **477,500.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/62211/ 00002	$ 477,500.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 477,500.00

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND N&P ENGINEERING, ARCHITECTURE AND LAND SURVEYING, PLLC.

WHEREAS, the County has negotiated a personal services agreement with N&P Engineering, Architecture and Land Surveying, PLLC in connection with design services for Pedestrian Safety Action Plan Uncontrolled Crosswalk Safety Improvements, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with N&P Engineering, Architecture and Land Surveying, PLLC, subject to there being a maximum amount authorized by this resolution to be expended under the agreement of $477,500.00.

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 Engineering, Architecture and Land Surveying, PLLC. having its principal office at 572 Walt Whitman Road, Melville, NY 117471 (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 Agreement shall commence on the date on which this Agreement is executed by the County (the Commencement Date") and terminate twelve (12) months later (Expiration Date"), unless sooner terminated in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for Construction and/or Post Construction Phase Services until project close-out, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of the specific work divisions and deliverables related to this project as described in and subject to the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Appendix "A". Services that were included in the firm's proposal shall be considered part of the Agreement and shall be provided, at the request of the Department (the "Services").

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 subject to and set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Appendix "B".

(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 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.

4. 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).

5. 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.

6. 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, the occurrence of which shall be 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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.

(f) 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

(vi) 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.

7. 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.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the 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, further to the Contractor's indemnification obligations, 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 and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. 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 ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (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 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 to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The 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 Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department 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 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.

10. 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.

11. 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.

12. 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. 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.

14. 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.

15. 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.

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

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

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

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

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

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of _____ Dollars ($____.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001,

128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals 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.

21. 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 Left Blank.]

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

[CONTRACTOR NAME]
N&P Engineering, Architecture and Land Surveying, PLLC

By: _____

Name: Russell Z. Scott, PE

Title: Senior Partner

Date: June 1, 2020

NASSAU COUNTY

By: _____

Name: BRIAN J. SCHNEIDER

Title: County Executive
~~or~~ Deputy County Executive

Date: 10/13/2020

PLEASE EXECUTE IN **BLUE** INK

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

On the 1 day of June in the year 2020 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 [redacted]; 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

Ashley L C Marciszyn
Notary Public, State of New York
No. 01MA6310007
Qualified in Suffolk County
Term Expires August 18, 2022

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

On the 13 day of October 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

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

Appendix A
Detailed Scope of Services

SECTION II: UNDERSTANDING AND APPROACH

Project Understanding

New York State Department of Transportation (NYSDOT) released its first-ever New York State Pedestrian Safety Action Plan in 2016, which calls for a systemic approach to address widespread pedestrian safety issues and minimize crash potential by implementing countermeasures throughout the roadway network. Nelson & Pope (N&P) understands that Nassau County wishes to retain services for a pedestrian safety improvement project which includes 176 uncontrolled crosswalk locations along County owned and maintained roadways. This project will evaluate and prepare design plans, specifications, and other related documents the improve upon the existing safety conditions at each of the 176 uncontrolled crosswalk locations throughout the County.

N&P understands that most of these crosswalk locations are on Urban Minor Arterials with 2 to 4 travel lanes. If sidewalk ramps are present, they do not meet ADA compliance. Several of these crosswalk locations are at or near schools, places of worship, hospitals, and parks where pedestrian safety is a high priority. By reconstructing these non-compliant sidewalk ramps, Nassau County can update their ADA inventory, prioritize any future needs, and develop future revisions to their ADA transition Plan.

This project is funded with Federal Highway Safety Improvement Program Funding which will require the project's development, design, and construction follow State and Federal requirements as outlined in the Procedures for Locally Administered Federal Aid Projects (PLAFAP). With this in mind, N&P will prepare the Design Approval Document in accordance with the NYSDOT's Project Development Manual (PDM); development of design plans conforming to the NYSDOT Highway Design Manual (HDM), NYSDOT standard Sheets and Regional Guide Sheets, and the Manual of Uniform Traffic Control Devices (MUTCD); and the preliminary and final estimates will utilize NYSDOT specifications.

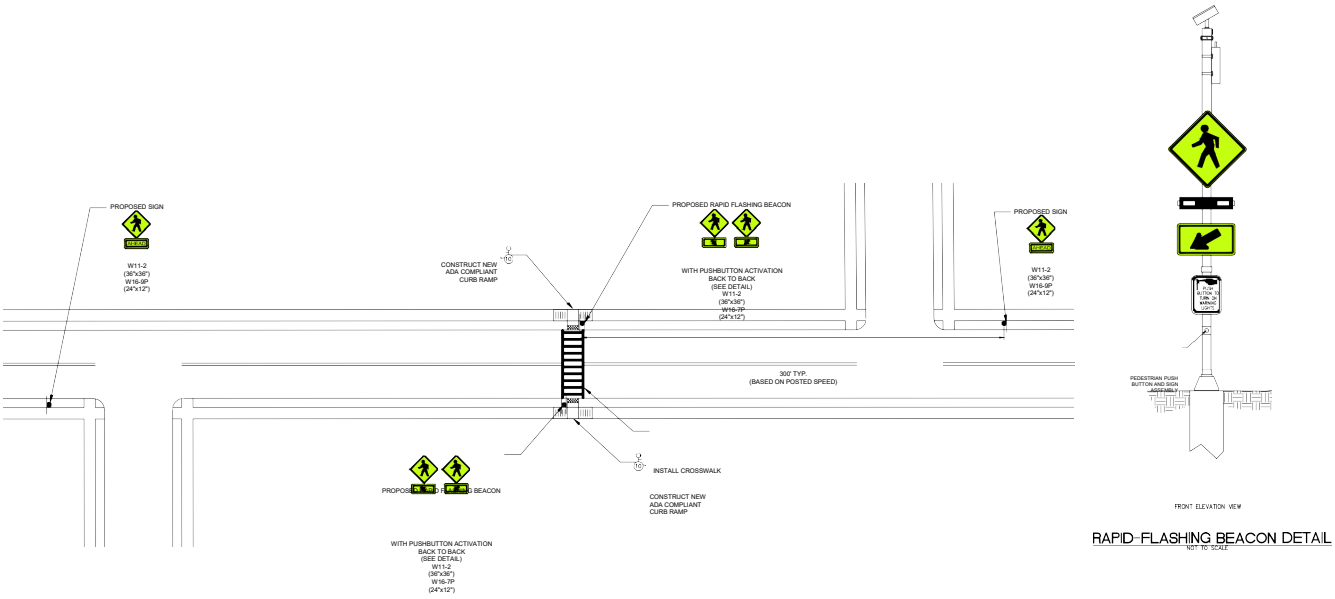
N&P understands that all project work is intended to occur within public Right-Of-Way (ROW). If a sidewalk ramp cannot be made ADA assessable due to Right-Of-Way constraints, it will be considered Technically Infeasible and the sidewalk ramp will be noted and brought to the County's attention so they can include the sidewalk ramp on their list to be updated at a future date.

N&P also understands that the PS&E submission will have a deadline of 12 months from the Notice to Proceed. A project schedule will be submitted to the County Project manager at the start of design and will be updated monthly. N&P will submit a monthly report with updates on Project progress and an updated project schedule. N&P will enter into a user agreement with Nassau County GIS Department in order to utilize Nassau County GIS Mapping as a base map reference. As necessary. Any documents required for Federally Aided projects in accordance with the Local Procedures Manual necessary to advance the project into design will be completed and submitted to the County. Any make-ready walk-thru meetings for coordination with appropriate utility companies will be attended by N&P.

N&P is very familiar with the Pedestrian Safety Action Plan (PSAP) funding as we have recently assisted the Town of Brookhaven in successfully applying for and securing a $1.3 million dollar grant to install various pedestrian safety improvements at uncontrolled crosswalks, and signalized intersections at 100 locations throughout the

Town. We are also currently working with the City of New Rochelle (PIN #8762.09) on their PSAP design and contract documents by enhancing pedestrian safety by installing pedestrian signal heads and crosswalks at 24 intersections.

N&P has also included 2 potential alternatives below that may be utilized for some of the locations. Based on each unique location N&P will review requirements and one of these alternatives may be applicable. The Rapid Flashing Beacon may or may not be used depending on the roadway geometrics, pedestrian volumes and County Requirements. It may be best utilize the Rapid Flashing Beacon in downtown areas that experience high pedestrian volumes.



TYPICAL MID-BLOCK CROSSWALK DETAIL WITH LED ILLUMINATED RAPID FLASHING BEACON

The following uncontrolled crosswalk locations will be included in this proposal:

SITE	ROAD	LOCATION	AREA
1	Foxhurst Rd	The Fenway	Baldwin
2	Grand Ave	Church St	Baldwin
3	Merrick Rd	Rt Turn Channel to Grand Ave	Baldwin
4	Bayville Ave	17th St	Bayville
5	Bayville Ave	Charles E. Ransom Beach	Bayville
6	Bayville Ave	Charles E. Ransom Beach	Bayville
7	Bayville Ave	Quincy Ave	Bayville
8	Ludlam Ave	1st Ave	Bayville
9	Bellmore Ave	Broadway	Bellmore
10	Newbridge Rd	Rutler St	Bellmore
11	Broadway	Sherwood Dr	Bethpage
12	Central Ave	N Windhorst Ave	Bethpage
13	Central Ave	Sheridan Ave	Bethpage

SITE	ROAD	LOCATION	AREA
14	Stewart Ave	Plainedge Dr	Bethpage
15	Westbury Ave	Koch Pl	Carle Place
16	Branch Blvd	140' s/o of Redwood Dr	Cedarhurst
17	Branch Blvd	Branch Gate	Cedarhurst
18	Broadway	Locust Ave	Cedarhurst
19	East Meadow Ave	Fairhaven Rd	East Meadow
20	East Meadow Ave	Midland Dr	East Meadow
21		Nassau University Medical Center	East Meadow
22		Nassau University Medical Center	East Meadow
23	Harbor Rd	460' e/o 1st Ave	East Rockaway
24	E. Williston Ave	Orchard Meadow Rd	East Williston
25	Dutch Broadway	238th Street	Elmont
26	Elmont Rd	250' n/o Dutch Broadway	Elmont
27	Elmont Rd	280' s/o Joan Ct	Elmont
28	Elmont Rd	Plainfield Ave	Elmont
29	Main St	Field 4	Farmingdale
30	Main St	n/o Conklin St	Farmingdale
31	Main St	Prospect St	Farmingdale
32	Main St	s/o grade crossing	Farmingdale
33	Melville Rd	Lincoln Blvd	Farmingdale
34	New Hyde Park Rd	Washington St	Franklin Square
35	Atlantic Ave	Rt Turn Channel to S Main St	Freeport
36	E Seaman Ave	Union St	Freeport
37	Merrick Rd	EB Entrance to SB Meadowbrook Pkwy	Freeport
38	Merrick Rd	SB Meadowbrook Pkwy Exit to EB Merrick Rd	Freeport
39	Merrick Rd	WB Entrance to SB Meadowbrook Pkwy	Freeport
40	11th Street	Golf Club Ln	Garden City
41	Avenue N	Nassau Community College	Garden City
42	Avenue N	Nassau Community College	Garden City
43	Cherry Valley Ave	375' s/o Stewart Ave	Garden City
44	Davis Ave	Nassau Community College	Garden City
45	Davis Ave	Nassau Community College	Garden City
46	Franklin Ave	5th Street	Garden City
47	Stewart Ave	Meadowbrook Pkwy NB Exit to Stewart Ave EB	Garden City
48	Zeckendorf Blvd	EB Entrance to NB Meadowbrook Pkwy	Garden City
49	Zeckendorf Blvd	EB Entrance to SB Meadowbrook Pkwy	Garden City
50	Zeckendorf Blvd	WB Entrance to SB Meadowbrook Pkwy	Garden City
51	Nassau Blvd	Ardsley Blvd	Garden City South
52	Dosoris Ln	Maple Ave	Glen Cove
53	Dosoris Ln	New Woods Rd	Glen Cove
54	Dosoris Ln	Woolsey Ave	Glen Cove
55	Duck Pond Rd	Piping Rock Rd	Glen Cove
56	Pearsall Ave	600' e/o Glen St	Glen Cove
57	Walnut Rd	260' s/o St. Andrews Ln	Glen Cove
58	Glen Cove Ave	250' s/o Glenwood Rd	Glen Head
59	Glen Head Rd	Roslyn Dr	Glen Head
60	Glenwood Rd	130' e/o Willard Pl	Glen Head
61	Arrandale Ave	Richard S Sherman Great Neck North Middle School	Great Neck
62	Grace Ave	Park Pl	Great Neck

SITE	ROAD	LOCATION	AREA
63	Grace Ave	St. Pauls Pl	Great Neck
64	Hicks Ln	200' e/o Glamford Rd	Great Neck
65	Middle Neck Rd	340' s/o Hicks Ln	Great Neck
66	Middle Neck Rd	350' s/o Brokaw Ln	Great Neck
67	Middle Neck Rd	Breur Ave	Great Neck
68	Middle Neck Rd	Clover Dr	Great Neck
69	Old Mill Rd	180' e/o Brookbridge Rd	Great Neck
70	Baldwin Rd	NB Baldwin Rd to EB Southern State Pkwy	Hempstead
71	Baldwin Rd	NB Baldwin Rd to WB Southern State Pkwy	Hempstead
72	Baldwin Rd	SB Baldwin Rd to EB Southern State Pkwy	Hempstead
73	Baldwin Rd	SB Baldwin Rd to WB Southern State Pkwy	Hempstead
74	Fulton Ave	Helen Keller Way	Hempstead
75	Hempstead Ave	Willow St	Hempstead
76	Peninsula Blvd	NB Peninsula Blvd to WB Southern State Pkwy	Hempstead
77	Peninsula Blvd	SB Peninsula Blvd to EB Southern State Pkwy	Hempstead
78	S Franklin St	Carolina Ave	Hempstead
79	Washington St	Vancott Ave	Hempstead
80	W. Broadway	Serena Rd	Hewlett
81	W John St	Wyckoff St	Hicksville
82	Doughty Blvd	Morris Ave/Elizabeth St	Inwood
83	Long Beach Rd	Rt Turn Channel to Waterford Rd	Island Park
84	Gardiners Ave	Harbor Ln	Levittown
85	Gardiners Ave	Jeffries Rd	Levittown
86	Gardiners Ave	White Ln	Levittown
87	Loring Rd	Rt Turn Channel to Hempstead Turnpike	Levittown
88	N Wantagh Ave	Jacqueline St	Levittown
89	Buckram Rd	Town Cocks Ln/Edgewood Pl	Locust Valley
90	Buckram Rd	White Spots Ln	Locust Valley
91	Lattingtown Rd	Old Tappan Rd	Locust Valley
92	Broadway	Union Pl	Lynbrook
93	Hempstead Ave	NE/o Dogwood Ave	Malverne
94	Merrick Rd	Cedar Shore Dr	Massapequa
95	Babylon Tpke	Hemlock St	Merrick
96	Merrick Ave	450' n/o Kirkwood Ave	Merrick
97	Merrick Ave	580' n/o Kirkwood Ave	Merrick
98	Merrick Ave	Anding Ave	Merrick
99	Merrick Ave	Briar Rd	Merrick
100	Merrick Ave	Miller Pl	Merrick
101	Merrick Ave	NB entrance to EB Southern State Pkwy	Merrick
102	Merrick Ave	SB entrance to EB Southern State Pkwy	Merrick
103	15th Street	West Street	Mineola
104	County Seat Dr	570' s/o South Rd	Mineola
105	County Seat Dr	Supreme Ct Dr	Mineola
106	Court House Dr	450' e/o County Seat Dr	Mineola
107	South Dr	320' e/o County Seat Dr	Mineola
108	South Dr	320' w/o Washington Ave	Mineola
109	Supreme Ct Dr	420' e/o County Seat Dr	Mineola
110	Willis Ave	Garfield Ave	Mineola
111	Willis Ave	Jefferson Ave	Mineola

SITE	ROAD	LOCATION	AREA
112	Willis Ave	Washington Ave	Mineola
113	Denton Ave	1,200' s/o Hillside Ave	New Hyde Park
114	Denton Ave	480' s/o Hillside Ave	New Hyde Park
115	Lakeville Rd	Maple Dr W	New Hyde Park
116	New Hyde Park Rd	Bryant Ave	New Hyde Park
117	Bellmore Ave	Kayron Ln	North Bellmore
118	Bellmore Ave	Waltoffer Ave	North Bellmore
119	Jerusalem Ave	Albert Rd	North Bellmore
120	Jerusalem Ave	Hamilton Rd	North Bellmore
121	Brower Ave	Fortesque Ave/Harold St	Oceanside
122	Davison Ave	340' e/o Long Beach Rd	Oceanside
123	Foxhurst Rd	Locust Ave	Oceanside
124	Long Beach Rd	NB Channel to EB Mott St	Oceanside
125	Long Beach Rd	SB Channel to WB Daly Blvd	Oceanside
126	Rockaway Ave	Windsor Pl	Oceanside
127	Old Bethpage Rd	260' n/o Foxwood Rd	Old Bethpage
128	Round Swamp Rd	200' s/o Schoolhouse Rd	Old Bethpage
129	Berry Hill Rd	WB Channel to NB South St	Oyster Bay
130	Cove Rd	Landing Rd	Oyster Bay
131	East Main Street	Florence Ave	Oyster Bay
132	Plainview Rd	East St	Plainview
133	Plainview Rd	New South Rd	Plainview
134	Washington Ave	Sherwood Dr	Plainview
135	Woodbury Rd	EB Channel to SB South Oyster Bay Rd	Plainview
136	Woodbury Rd	WB Channel to NB South Oyster Bay Rd	Plainview
137	Lakeview Ave	Howard St	Rockville Centre
138	Lincoln Ave	NB Channel to EB Merrick Rd	Rockville Centre
139	Long Beach Rd	Stuart Pl	Rockville Centre
140	N Centre Ave	Front St	Rockville Centre
141	N Village Ave	Bulson Rd	Rockville Centre
142	Babylon Tpke	EB Channel to NB Meadowbrook Pkwy	Roosevelt
143	Babylon Tpke	EB Channel to SB Meadowbrook Pkwy	Roosevelt
144	Babylon Tpke	WB Channel to NB Meadowbrook Pkwy	Roosevelt
145	Babylon Tpke	WB Channel to SB Meadowbrook Pkwy	Roosevelt
146	W Centennial Ave	N Long Beach Ave	Roosevelt
147	Bryant Ave	Summit Ave	Roslyn
148	Old Northern Blvd	400' w/o E Broadway	Roslyn
149	Main St	Daniel Dr	S. Farmingdale
150	Glen Cove Ave	Club Rd	Sea Cliff
151	The Blvd	430' w/o Carpenter Ave	Sea Cliff
152	The Blvd	650' e/o Cliff Way	Sea Cliff
153	Cold Spring Rd	Renee Rd	Syosset
154	Uniondale Ave	Braxton St	Uniondale
155	Westminster Rd	Argyle Rd	W. Hempstead
156	Wantagh Ave	370' n/o Park Ave	Wantagh
157	Wantagh Ave	Bunker Ave	Wantagh
158	Wantagh Ave	SB Channel to EB Southern State Pkwy	Wantagh
159	Wantagh Ave	SB Channel to WB Southern State Pkwy	Wantagh
160	Wantagh Ave	Walters Ave	Wantagh

SITE	ROAD	LOCATION	AREA
161	Brush Hollow Rd	King St	Westbury
162	Brush Hollow Rd	Rose Pl	Westbury
163	Carman Ave	Lake Ln	Westbury
164	Maple Ave	180' w/o Fulton St	Westbury
165	Maple Ave	Manor Ave	Westbury
166	Park Blvd	Eisenhower Park Driving Range	Westbury
167	Park Blvd	Eisenhower Park Field 3	Westbury
168	Park Blvd	Eisenhower Park Field 3	Westbury
169	Post Ave	110' s/o Wilson Ave	Westbury
170	Post Ave	Belmont Ave	Westbury
171	Post Ave	Butler St	Westbury
172	Post Ave	Madison St	Westbury
173	Post Ave	Orchard St	Westbury
174	Union Ave	LIRR Station-Westbury	Westbury
175	Union Ave	Powells Ln	Westbury
176	Syosset-Woodbury Rd	700' e/o Keri Way	Woodbury

Scope of Work

As outlined in the Request for Proposal, the proposed project is anticipated to consist of 3 major tasks. Several tasks need to be completed sequentially while others will be performed concurrently in order to meet the project schedule. The major tasks are as follows:

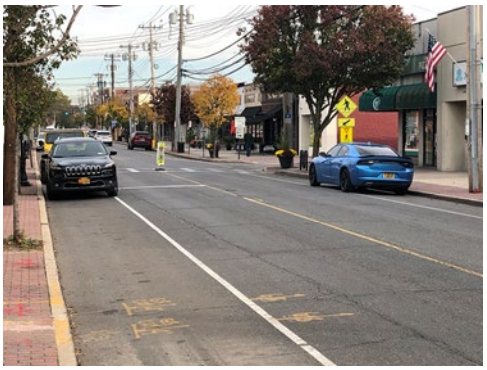
- Technical Design Report
- Preparation of Plans and Contract Documents
- Design Engineering Support During Construction

The following narrative outlines the methodology proposed by N&P to meet the objective of providing professional engineering services to Nassau County Department of Public Works for the evaluation and preparation of design plans, specifications, and other related documents for the improvement to the existing safety conditions at each of the 176 uncontrolled crosswalk locations throughout the County.

A project schedule will be submitted to the County Project manager at the start of design and will be updated monthly. N&P will submit a monthly report with updates on Project progress and an updated project schedule. N&P will enter into a user agreement with Nassau County GIS Department in order to utilize Nassau County GIS Mapping as a base map reference as necessary.

Task 1: Technical Design Report

N&P will prepare a Technical Design Report (TDR). The TDR will evaluate the recommended improvements and mitigation for the scope of the project. N&P will work with the County to assess the technologies that best suit the project site areas. The TDR will follow the NYSDOT's Project Development Manual (PDM) Appendix 7 Scoping and Design Approval Documents and will include, at a minimum, the following:



- Description of existing conditions and associated problems;
- Description of the scope of work;
- Design criteria;
- Recommended mitigation measures;
- A schedule of anticipated design drawings;
- Construction schedule;
- Preliminary Cost Estimation;
- Inventory of curb ramps; and
- Evaluation of the use of APS signaling

During this stage N&P will evaluate the following and include the findings in the TDR:

- **Accessible Pedestrian Signal (APS):** As required, N&P will conduct an APS feasibility evaluation for all intersections within the project area. Our evaluation will follow the County's guidelines utilizing the NCDPW Accessible Pedestrian Signal Evaluation Tool. Those crossings where APS signaling is determined a priority will be included in the design services and added to the construction documents. Pedestrian crossings will incorporate pedestrian countdown signaling.

- **Pedestrian Ramps:** N&P will conduct an evaluation of each pedestrian ramp within the project limits utilizing the Nassau County ADA Compliance Assessment Form. The evaluation will follow ADA, Public Right of Way Accessibility Guidelines (PROWAG) and Nassau County Standards. All nonconforming ramps will be shown to be reconstructed on the contract plans.

The TDR will be able to stand on its own as the basis for design. N&P will submit five (5) copies of the report in draft format for review by the County. N&P will meet with the County to discuss and review comments and then resubmit five (5) copies of the report in final form.

Task 2: Preparation of Plans and Contract Documents

N&P will prepare documents for the design of pedestrian safety improvements at 176 uncontrolled crosswalk locations along County owned and maintained roadways. The following tasks will be completed.

Task 2a: Data Collection, Survey and Mapping

This task will consist of a surveying, evaluation, collecting data and mapping for the 176 uncontrolled crosswalk locations as listed above. N&P will assemble our field crews who will collect the following data and survey information:

Data Collection and Survey

1. <u>Field Survey</u>
    - Conduct an inventory of all existing features related to pedestrian safety including at all 176 uncontrolled crosswalks, but not limited to:
        - Crosswalk marking types and dimensions
        - Number, width, type and locations of vehicular travel lanes
        - Shoulder widths and types
        - Pavement Markings and vehicular lane assignments
        - Number, type and locations of lighting features
        - Width and type of channelization or refuge area (raised or flush median and/or corner island)
        - Intersection geometry, turning radii and other conditions
        - Parking regulations and conditions
        - Location of nearby traffic control features and their conformity with the latest guidelines
        - Bus stop facilities locations and configurations

- Posted speed limits
- Vehicular and pedestrian sight distances, and location of obstructions
- Location of drainage structures
- Location and evaluation of pedestrian ramps based on ADA and Nassau County guidelines

- Conduct Vehicular Traffic Volume Counts at all 176 uncontrolled crosswalks for movements that conflict with pedestrians utilizing the uncontrolled crosswalks
  - Turning movement counts at intersections
  - Through movement counts at midblock crossing locations
- Conduct Vehicular Speed Studies at all 176 uncontrolled crosswalks
  - Obtain arithmetic mean and 85th percentile travel speeds and standard deviation

2. <u>Pedestrian Counts and Observations</u>
   - Conduct pedestrian counts at each of the 176 uncontrolled crosswalk locations at peak and off-peak hours
   - Conduct observations of pedestrian movements and travel patterns (origins and destinations)
   - Conduct observations of pedestrian demographics and typical walking speeds
   - Conduct observations of the adequacy of existing gaps in vehicular traffic to allow for pedestrians to cross
   - Conduct observations regarding the frequency of vehicles yielding to pedestrians within the crosswalks

3. <u>Accident History Analysis</u>
   - Conduct an analysis of the 3-year history of accidents at each location to:
     - Determine crash patterns
     - Determine crash contributing factors
     - Recommend additional safety and/or operational countermeasures

The data collection and analysis will be used to review and evaluate each of the 176 uncontrolled crosswalk locations, and N&P will identify any existing or potential safety deficiencies.

Mapping

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

Task 2b: Data Development

Using the information obtained N&P will develop the following tables:

1. Develop data tables to categorize existing mid-block crossings including the Nassau County numerical designations for each location.
2. Develop a table to categorize Curb Ramps based upon location, type, and size.

Working together with the County's Project Manager, the data collected above will be reviewed and evaluated and recommendations will be made for the County to review.

Task 2C: Final Design (ADP)

N&P will develop designs for the 176 uncontrolled crosswalk locations as listed above. Separate Advance Detail Plans (ADP) will be developed based on the extent of work determined after the County's review of the data tables compiled and Technical Design Report and will include the following:

- Title Sheet drawing
- Index drawing
- Legend and Abbreviations drawing
- General Notes and Tables
- Miscellaneous Details drawings
- Maintenance and Protection of Traffic drawings
- Construction Plans

At the request of the County, N&P will make intermediate progress submissions of the plan set prior to the development of the ADP. N&P will submit plans for approximately fifteen (15) intersections at a time in order to expedite the review process. This will allow the County to review the plans prior to the 90% Plan mark so that comments can be incorporated into the Final Plans. N&P will provide the County with three (3) half scale, 1"=20', sets along with specifications and estimates of quantities for the project. where signal work is proposed, each sheet will be accompanied by an equipment removal plan sheet and any wiring diagram table necessary. ADPs for each location will identify curb lines, sidewalks, driveways, ROW, property lines, existing NC traffic signal equipment, and relevant utility information. Three (3) copies of the construction cost estimate will be provided at the ADP submission.

Task 2D: Final Plans, Specifications, and Estimates

Once the County has approved the Advance Detail Plans (ADP) and has provided N&P with written authorization, N&P will commence with the Final Plans, Specifications and Estimate (PS&E). The project objectives, needs, and criteria as further developed during the preliminary design phase, will be progressed to final plans, specifications, and estimate.

If required, N&P will attend any field meetings to discuss proposed equipment locations with County Project Managers as well as attend any required meetings with public utility companies.

The final plans will be prepared in accordance with current New York Department of Transportation (NYSDOT) standards and specifications and will incorporate any comments made by Nassau County and the NYSDOT, during the review of the advanced detail plans.

A final quantity takeoff and estimate of construction costs will be prepared using current unit prices. Special Specifications and addenda notes to the Standard Specification will be in the final submission. N&P will develop, provide, and maintain construction cost estimates throughout all phases of the project. The estimate will be updated periodically and as necessary to incorporate significant

design changes. The estimate of quantities will be listed in excel spreadsheet format broken down by intersection and one (1) master quantity sheet totaling all the item quantities for each project location.

N&P will employ a quality assurance/quality control system regarding compliance with all County and NYSDOT requirements. Peers within the firm will accomplish this system through independent review of work products.

Prior to the final plans, specifications and estimate (PS&E) submission date, N&P will have modified the ADP, incorporating all review comments generated by Nassau County, and submit one (1) copy of the PS&E package with Nassau County boiler plate and half-scale copies of the plans to Nassau County for approval. Following final County approval, eight (8), 1"=20', half-scale copies of the plans including specifications and estimate of quantities will be submitted to the County. Three (3) copies of the construction cost estimate will be provided at the PS&E submission. It is assumed N&P will work with the County will prepare the bid book (boiler plate, wage rates, etc.). **The PS&E submission will be submitted on or before 12 months from Notice to Proceed.**

After the PS&E submission, and before the construction contract letting, N&P will make any last-minute minor changes to the contract documents that may be necessary. N&P will prepare and submit to the County some Federal Aid documents required by NYSDOT in accordance with the Local Procedures Manual.

All final plans will be stamped and signed by a New York State Professional Engineer.

Task 2E: Meetings

N&P will attend monthly meetings (assume 12 meetings) in order to review job progress and resolve design issues and address and resolve other questions. N&P will prepare draft and final meeting minutes of each meeting, and after County approval, distribute final minutes to all attendees.

N&P will attend all meetings with the County and representatives of NYSDOT, local community, and/or Public in relation to these projects (assume 2 meetings). N&P will prepare draft and final

meeting minutes of each meeting, and after County approval, distribute final minutes to all attendees.
In addition, N&P will be required to attend all field meetings to discuss proposed equipment locations with the County project manager as well as any required meetings with public utility companies, local community and NYSDOT (assume 5 meetings).

Task 3: Design Engineering Support During Construction

Task 3a: Construction Administration Services

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

- Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the County with one (1) set of conformed plans and master specification book as a PDF file and bound .DWG plans on a CD. Additionally, provide four (4) hard copies of the conformed contract documents.

- Provide representation at the site(s) pre-construction conference.

- Per request of Nassau County, review and approve detailed construction, shop and erection drawings.

- Per request of Nassau County, review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.

- Per request of Nassau County, review all laboratory, shop, mill, material and equipment test reports.

- Per request of Nassau County, prepare supplemental sketches, if required, to reflect actual field conditions when conflicts and discrepancies between contract plans and site conditions exist (assume 2 sketches).

- Make periodic field visits as necessary or reasonably required to observe the construction work and confer

with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work (assume one (1) visit per month).

- Per request of Nassau County, assist the County and Prime Construction Contractors in interpreting the construction contract documents.

- Per request of Nassau County, review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress (assume 2 change orders).

- Arrange for the project manager and support staff to attend six (6) update and project meetings.

- Per request of Nassau County, provide consultation on special construction problems by specialists in specific fields of work.
- Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

Assumptions

1. All drawings will be submitted to the County electronically using AUTOCAD format.

2. Design of roadway improvements, as in road widening or radii improvements will not be required.

5. The County will provide as-built signal and highway plans where available.

6. N&P will be responsible for recording meeting minutes at each meeting. These minutes shall be submitted to the County for review within one (1) week of the meeting. Following the County Project Manager's review, a copy of the final meeting minutes shall be submitted to the County.

7. The proposed project schedule requires completion of design work within 12 months of Notice to Proceed.

8. Soil borings will not be needed.

9. Environmental underground assessments (i.e. check for underground pollutant leakage) will not be needed.

10. It is assumed that the is following available data will be provided by Nassau County:
    a. Arterial strip mapping and utility information (where available).
    b. Fiber communications system plans.
    c. Traffic signals, interconnect infrastructure and electrical intersection plans for signals impacted by this project.
    d. Nassau County plans will be supplied in electronic format if available.

14. In order to expedite the review of ADP plans, N&P will submit plans in groups of approximately fifteen (15) at a time.

15. N&P will prepare all project front sheets including but not limited to: Index, Legend, Key Map, Notes Pages, Detail Sheets, Maintenance and Protection of Traffic Details, Sensor Location Details, Tables and any other pages requested by the County.

16. N&P will attend all Project Coordination meetings and prepare, coordinate and attend public meeting related events, both within and external to the County (assume 2 meeting, see Task 2F).

17. N&P will submit written responses to all County review comments.

18. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on N&P's final construction cost estimate, by more than fifteen (15) percent, the County may require N&P to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. N&P is responsible for obtaining construction budget information from the County.

19. Review all questions during the contract bidding and prepare all addenda as required.

Appendix B
Payment Schedule

Budget Proposal
NCDPW Pedestrian Safety Action Plan
Uncontrolled Crosswalk Safety Improvements
RFP #: PW-T62211-01D

NELSON & POPE

TASK	TASKS	MANAGING PARTNER	PROJECT MANAGER	PROJECT ENGINEER	SENIOR ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	JUNIOR ENGINEER	SR. ADMINISTRATIVE	TOTAL HOURS	LABOR COST
1	TECHNICAL DESIGN REPORT										
2A	DATA COLLECTION, SURVEY AND MAPPING										
2A	DATA COLLECTION - **TRAFFIC DATA BANK** - OUTSIDE SERVICE										
2B	DATA DEVELOPMENT										
2D	FINAL DESIGN PALNS (90%)										
2E	FINAL PLANS, SPECIFICATIONS, ESTIMATE & CONTRACT DOCUMENTS (100%)										
2F	MEETINGS										
3A	CONSTRUCTION ADMINISTRATION SERVICES										
	TOTALS										

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.

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   Russell Z. Scott, PE (Name)

   572Walt Whitman Road, Melville, NY 11747 (Address)

   631.427.5665 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

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

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

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

June 1, 2020
Dated

Signature of Chief Executive Officer

Russell Z. Scott, PE, Senior Partner
Name of Chief Executive Officer

Sworn to before me this

1 day of June, 20 20.

Notary Public

Ashley L C Marciszyn
Notary Public, State of New York
No. 01MA6310007
Qualified in Suffolk County
Term Expires August 18, 2022