



E-260-16

Contract Details

SERVICES: Design Agreement

CFPW 4600057
NIFS ID #:

NIFS Entry Date: 9/27/16

Term: Execution to Completion

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name Nelson and Pope Engineers and Surveyors	Vendor ID# 11-355199Z	Department Contact Department of Public Works	
Address 572 Walt Whitman Road	Contact Person Joe Pecora	Address 1194 Prospect Avenue	
Melville, NY 11747	Phone 631-427-5665	Westbury, NY 11590	
		Phone (516) 571-6817	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	11/3/11	<input type="checkbox"/>
11/7/16	OMB	NIFS Approval	<input checked="" type="checkbox"/>	11/7/16	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
11/10/16	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/>	11/10/16	
11/10/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	11/10/16	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/>		
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	11/10/16	
	County Comptroller	NIFS Approval	<input type="checkbox"/>		
11/15/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	11/15/16	



Contract Summary

Description: Agreement Number H61001-01C, Amendment Number 1
Purpose: Adjustment of a professional engineering services agreement to provide engineering design services
Method of Procurement: This adjustment will permit the selected firm to provide the county with design documents. The original agreement was procured utilizing standard Nassau County procedures for retaining professional engineering services.
Procurement History: Standard Nassau County Agreement format utilized.
Description of General Provisions: Firm to provide engineering support during the development of construction bid documents for critical county projects. As additional requirements are identified additional contract advisements will be submitted.
Impact on Funding / Price Analysis: Funding of up to an additional \$300,000.00 is included in the Capital Plan under various projects.
Change in Contract from Prior Procurement: Increase to agreement maximum amount
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	63
Resp:	400
Object:	
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2	PWCAPCAP/63400/0002	\$50,000.00
10	PWCAPCAP/61587/0002	\$18,300.00
4		\$
5		\$
6		\$
TOTAL		\$68,300.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Donna Boyle

Date: 9-September-16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name	Name	Date: <i>11/27/16</i>
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Nelson & Pope Engineers & Surveyors

2. Dollar amount requiring NIFA approval: \$ ~~200,000.00~~ \$300,000

Amount to be encumbered: \$ ~~300,000.00~~ \$68,300 in 1/2

This is a ☐ New Contract ☐ Advisement ☒ 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: no change

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: This is an amendment to agreement H61001-01C

4. Funding Source:

☐ General Fund (GEN) ☐ Grant Fund (GRT) Federal % ☐
☒ Capital Improvement Fund (CAP) State % ☐
☐ Other County % ☐

Is the cash available for the full amount of the contract? ☐ Yes ☒ No

If not, will it require a future borrowing? ☒ Yes ☐ No

Has the County Legislature approved the borrowing? ☒ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☒ No ☐ N/A

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

This amendment increase the agreement cap. The selected firm performs design work on approximately 2 federal aid projects per year this increase will enable that to continue through the agreement term.

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

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

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:

Exceeds \$50K.

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.

Signature Roseann Allen Title _____ Date 11/10/16

Print Name _____

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

Signature _____ Title _____ Date _____

Print Name _____

NIFA

Amount being approved by NIFA: _____

Signature _____ Title _____ Date _____

Print Name _____

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.

George Maragos
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: Nelson and Pope

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

FEDERAL TAX ID #: 11-3551992

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

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

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

The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by advertisement in _____, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____. _____ proposals were received and evaluated. The evaluation committee consisted of the following members of the department of Public Works: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on December 9, 2014. 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 reviewing 19 firms proposals. See the inter-departmental memo dated October 31, 2014 for additional information). Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

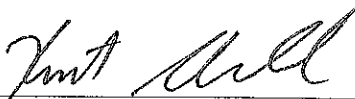
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

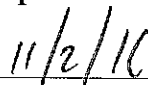
VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at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

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

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

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



Department Head Signature


Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

N&P's Accounting Department has reviewed the financial records of Nelson & Pope, as well as our affiliate companies. Based on this review, N&P and its affiliates have only made contributions between April 1, 2016 and September 15, 2016 to Friends of Ed Mangano and no other campaign committee of any other Nassau County Elected Officials identified above.

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

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

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

Dated: 9-19-2016

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

Signed: 

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

Title: Partner

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

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.

2. 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.

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

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.

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

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

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

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

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

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

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

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

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

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

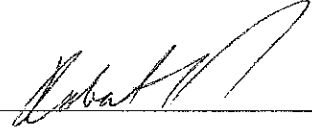
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 9/12/2016

Signed: _____

Print Name: _____

Title: _____



Robert G. Nelson, Jr, PE

Partner

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Robert G. Nelson, Jr., PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner [REDACTED]
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details. Please see attached.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐
If Yes, provide details. Affiliates of N&P have been awarded governmental contracts.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

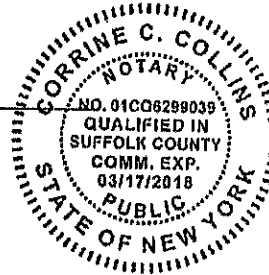
CERTIFICATION

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

I, Robert Nelson, Jr., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28 day of April 2016

Corrine C. Collins
Notary Public



Nelson & Pope, Engineers & Surveyors
Name of submitting business
Robert G. Nelson, Jr., PE
Print name
Robert G. Nelson, Jr.
Signature
Partner
Title
04 / 28 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Joseph Epifania, Jr., PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner [REDACTED]
Vice President / / _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. Partner of Firm.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ;
If Yes, provide details. Please see attached.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐
If Yes, provide details. Affiliates of N&P have been awarded governmental contracts.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

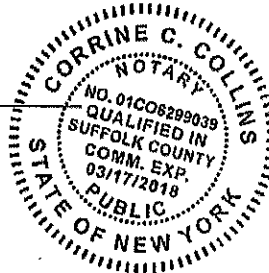
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph Epifania, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28 day of April 2016

Corrine C. Collins

Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Joseph Epifania, PE

Print name

[Signature]
Signature

Partner

Title

4 / 28 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Thomas F. Lembo, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner [REDACTED]
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details. Please see attached.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐
If Yes, provide details. Affiliates of N&P have been awarded governmental contracts.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
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8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

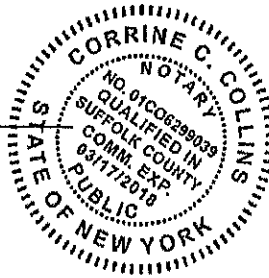
CERTIFICATION

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

I, Thomas Lembo, PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18 day of April 2014

Corrine C. Collins
Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Thomas F. Lembo, PE

Print name

[Signature]
Signature

Partner

Title

04/28/2014
Date

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 Gary Becker, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner [REDACTED]
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details. Please see attached.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐
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7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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

I, Gary Becker, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28 day of April 2016

Corrine C. Collins

Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Gary Becker, PE

Print name

Gary Becker
Signature

Partner

Title

4, 28, 16
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Gregory Peterman, LS
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-5665
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
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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.
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If Yes, provide details. Please see attached.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐
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 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
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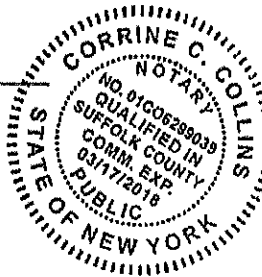
CERTIFICATION

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I, Gregory Peterman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28 day of April 2016

Corrine C. Collins
Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Gregory Peterman, LS

Print name

[Signature]
Signature

Partner

Title

4, 28, 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Eric J. McFerran, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 572 Walt Whitman Road
City/state/zip Melville, NY 11747
Telephone (631) 427-6666
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner [REDACTED]
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Partner of Firm.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____;
If Yes, provide details. Please see attached.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐
If Yes, provide details. Affiliates of N&P have been awarded governmental contracts.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

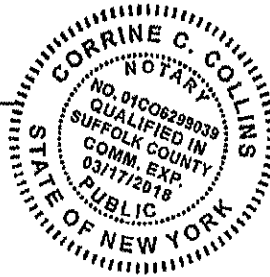
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 28 day of April 2016

Corrine C. Collins

Notary Public



Nelson & Pope, Engineers & Surveyors

Name of submitting business

Eric McFerran, PE

Print name

[Signature]
Signature

Partner

Title

Date

4 / 28 / 16

Nelson & Pope et al.
Partners Ownership Percentages - 01/01/2016

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope	Nelson Pope & Voortis, LLC	N&P Construction Layout	572 Walk Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Haks-Nelson & Pope JV	N&P-G&B
Epifania, Joseph										
Nelson, Robert, Jr.										
Lembo, Thomas										
Becker, Gary										
Palaman, Gregory										
McFerran, Eric										
Dixon, Thomas										
Voortis, Charles										
McGinn, Steven										
Besman, Kathryn										
O'Farrell, Carrie										
Crane, Matthew										
N&P, Engineers & Land Surveyor, PLLC										
Nelson Pope & Voortis, LLC										
Haks Engineers, Architects and Land Surveyors										
Gayron de Bruin, Land Surveying and Engineering, PC										
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%

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

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: 9/12/2016

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

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

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : (631) 427-5665

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: [REDACTED]

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

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

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No _____ If Yes, please provide details: Please see attached

8) Does this business control one or more other businesses? Yes X No _____ If Yes, please provide details: Please see attached

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☒ No ☐ If Yes, provide details. Please see attached
-
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
-
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
-
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
-
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
-
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
-
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
-
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

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

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

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

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

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

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflicts exist.

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

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

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

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

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

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

- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Suffolk County Department of Public Works

Contact Person William Hillman, PE, Chief Engineer

Address 335 Yaphank Avenue

City/State Yaphank, NY

Telephone (631) 852-4010

Fax # (631) 852-4150

E-Mail Address william.hillman@suffolkcountyny.gov

Company Town of Oyster Bay Department of Public Works

Contact Person Matthew Russo, PE

Address Division of Engineering, 150 Miller Place

City/State Syosset, NY

Telephone (516) 677-5722

Fax # _____

E-Mail Address mrusso@oysterbay-ny.gov

Company Town of Brookhaven Highway Department

Contact Person Dan Losquadro, Superintendent

Address 1140 Old Town Road

City/State Coram, NY

Telephone (631) 451-9200

Fax # (631) 451-2584

E-Mail Address dlosquadro@brookhaven.org

CERTIFICATION

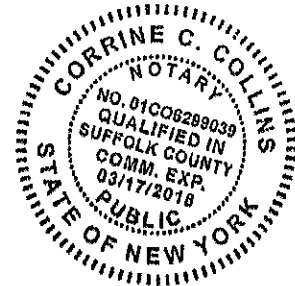
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert G. Nelson, Jr., PE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of September 2016

Corrine C. Collins

Notary Public



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

By: Robert G. Nelson, Jr., PE

Print name

Signature

Partner

Title

09 / 12 / 2016
Date

N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope, Engineers & Surveyors Partners Information as of 01/01/2016					
	Ownership	Position	Profession	State	Lic #
Epifania, Joseph	██████████	Partner	Engineer	NY	58669
Nelson, Robert, Jr.	██████████	Partner	Engineer	NY	57296
Lembo, Thomas	██████████	Partner	Engineer	NY	74701
				FL	58849
Becker, Gary	██████████	Partner	Engineer	NY	45986
				VT	2829
Peterman, Gregory	██████████	Partner	Surveyor	NY	50213
				CT	70061
McFerran, Eric	██████████	Partner	Engineer	NY	76844
Dixon, Thomas	██████████	Partner	Engineer	NY	80973
				CT	24626
100.0000%					-

Nelson & Pope etal.
Listing of Affiliate Firms - 01/01/2016

Federal Tax Id Number	Firm Name	Description of Services
██████	N&P, Engineers & Land Surveyor, PLLC	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public
██████	Nelson Pope & Voorhis, LLC	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public
██████	N&P Constructions Layout	Provides Surveying Services to Nelson & Pope exclusively
██████	572 Walt Whitman Road Associates, LLC	Owns Buildings Leased by Nelson & Pope exclusively
██████	Vornel Management	Provides Management Services to Hawkins Webb & Jaeger exclusively
██████	HWJ Engineering & Surveying PLLC	Provides Architectural, Engineering & Surveying Services to Nelson & Pope and Nelson Pope & Voorhis and General Public
██████	East Coast Geoservices LLC	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public
██████	N & P Engineering LLC	Provides Architectural, Engineering & Surveying Services in the State of Connecticut
██████	Haks-Nelson & Pope JV	Joint Venture for Environmental Consulting On-Call Services for Nassau County, NY
██████	N&P-GdB	Joint Venture that provides Topographic Surveying Services to New York City Department of Design and Construction

ARCHITECT ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME N&P Engineers & Land Surveyor, PLLC, d/b/a Nelson & Pope Engineers & Surveyors			3. YEAR ESTABLISHED 1954	4. DUNS NUMBER 057732869
2b. STREET 572 Walt Whitman Road			5. OWNERSHIP	
2c. CITY Melville			a. TYPE Professional Limited Liability Corporation	
2c. CITY Melville			b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE Robert G. Nelson, Jr., P.E., Partner			7. NAME OF FIRM (If block 2a is a branch office) N/A	
6b. TELEPHONE NUMBER 631-427-5665	6c. E-MAIL ADDRESS bnelson@nelsonpope.com			
8a. FORMER FIRM NAME(S) (if any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	14		C15	Construction Management	3
08	CADD Technician	4		C16	Construction Surveying	5
12	Civil Engineer	8		C18	Cost Estimating	1
14	Computer Programmer	2		H01	Harbors, Jetties, Piers	2
15	Construction Inspector	7		H02	Hazardous Materials	1
38	Land Surveyor	4		H07	Highways, Streets, Parking Lots	5
39	Landscape Architect	1		H08	Historical Preservation	1
48	Project Manager	5		I06	Irrigation/Drainage	1
52	Sanitary Engineer	7		L02	Land Surveying	5
58	Technician/Analyst	8		L04	Libraries; Museums; Galleries	2
60	Transportation Engineer	12		L06	Lighting (Exterior, Streets, etc.)	1
21	Electrical Engineer	1		P06	Planning (Site, Install & Protect)	5
62	Water Resources Engineer	1		R04	Recreational Facilities	3
	Mechanical Plumbing Engineer	3		S04	Sewage Collection	4
				S13	Stormwater Facilities	5
				T02	Testing & Inspection	4
				T03	Traffic-/Transportation Engineering	6
				T04	Topographic Surveying	4
				U02	Urban Renewals; Comm. Devel.	2
				W02	Water Resources	3
				W03	Water Supply: Treat/Dist.	3
	Other Employees			Z01	Zoning: Land Use Studies	3
Total		78				

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	3
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000. | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE

September 26, 2016

c. NAME AND TITLE

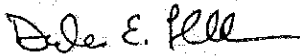
Robert G. Nelson, Jr., P.E., Partner

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

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

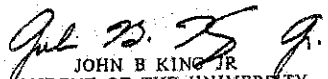
**N & P ENGINEERS & LAND SURVEYOR PLLC
572 WALT WHITMAN ROAD
MELVILLE, NY 11747-0000**

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD
07/01/2014 TO 06/30/2017.


DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0010992




JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

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

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
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IS GRANTED WHICH ENTITLES

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

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



**CERTIFICATE NUMBER
0012888**

Maryellen Elia
MARYELLEN ELIA
COMMISSIONER OF EDUCATION

Statement of Qualifications

Introduction

N&P Engineers & Land Surveyor, PLLC, (d/b/a Nelson & Pope Engineers & Surveyors) (N&P) is an established Civil Engineering and Surveying Partnership located in Melville, New York. Since 1954, N&P and its predecessors have been at the forefront of our community's growth, providing technical engineering, planning and surveying expertise to the land development sector, government entities, private landowners, utilities and service providers of Long Island and the Metropolitan New York area. As a multi-disciplined firm N&P offers creative planning and design solutions in the following disciplines:



- Site Development Engineering
- Planning & Zoning
- Highway Engineering
- Traffic Engineering
- M/E/P Engineering
- Fuel/Alternative Fuel
- Waterfront Engineering
- Environmental Engineering
- Water/Wastewater Engineering
- Permitting
- Land Division and Acquisition Mapping
- Topographic Surveys
- ROW & Boundary Surveys
- Bidding & Contract Administration
- Construction Observation & Management
- Sustainable and Green Design

Through years of quality service to our clients, the firm has grown in both reputation and size. N&P now employs over 80 technical and support staff and includes experienced teams of dedicated professionals with diversified expertise. All of the firm's principals, as well as many of the staff, are New York State licensed Professional Engineers and/or Land Surveyors. Many of our firm's full time employees have advanced degrees in such areas as traffic engineering, transportation engineering, civil engineering, mechanical engineering, sanitary engineering, environmental sciences and construction management. This knowledge, expertise and wealth of professional resource allows for us to meet the needs of your unique projects.

N&P's technical staff is organized into the following departments:

- **Site Development:** The Site Engineering Department is responsible for the planning and preparation of design plans and specifications for site improvements including multi-family, mixed-use, commercial, office, industrial and institutional new construction, expansion and/or re-development projects. Staff members also provide technical assistance during construction operations.
- **Transportation Engineering:** The Transportation Engineering Department is responsible for highway, traffic signal and pavement marking and signing design plans and approvals, traffic impact and corridor/area studies and parking assessments. Other services include: planning, operational analysis, preparation of plans, specifications and construction cost estimates, technical assistance during construction, and resident field technicians for parking, roadway and signal projects and municipal land improvement projects.

Statement of Qualifications

- **Environmental Engineering:** The Environmental Engineering Department is responsible for environmental and sanitary engineering, planning, operational analysis, and preparation of design plans and specifications for environmental and sanitary facilities. Other services include technical assistance during construction and start-up, installation certification for water distribution systems, all forms of sanitary waste water conveyance, treatment and disposal, chemical and fuel storage design and permitting and commercial pool system design.
- **Mechanical/Electrical/Plumbing:** The M/E/P Department provides designs for practical and efficient building systems and site mechanical systems. Services include HVAC systems; domestic, sanitary, process, fuel gas, and oil piping systems; electrical power systems, lighting and fire protection.
- **Surveying:** The Surveying Department is responsible for the preparation of all real property boundary and topographic surveys and mapping, planning, subdivision plans and construction layout.

N&P draws upon the assets of our Managing Partners, Supervising Partners, Project Managers and qualified staff to provide professional services. Specifically, N&P's staff have the diverse capabilities to perform the following tasks:

Land and Site Planning: land and site development planning; sustainable and smart growth development alternatives; zoning; feasibility; site development due-diligence studies; downtown and neighborhood revitalization studies; site yield studies...

Site Development Design: Civil engineering; sustainable design; green infrastructure design; construction bid documents; comprehensive grading, drainage, and erosion control; lighting and landscape plans; utility plans; construction details; stormwater studies and stormwater management plans; stormwater pumping stations; stormwater retention systems; bio-retention systems; innovative and best management practices (BMP's) stormwater design...

Feasibility and Due Diligence Assistance: Comprehensive research into site development related issues affecting project implementation, timing and costs...

Mechanical Engineering: Mechanical systems for industrial, commercial and residential projects; co-generation systems; energy analysis models and preparation of payback analysis for new systems... **Electrical Engineering:** Designs for primary and secondary power distribution; lighting systems; stand-by and emergency power generators; alternative energy systems (co-generation, wind and solar); low-voltage systems including IT, fire alarm and controls systems... **Plumbing:** Domestic water, sanitary, drainage and fire sprinkler designs for new construction and major renovation projects...

Traffic and Highway Engineering: Traffic impact analysis; traffic calming studies and design; traffic area/corridor studies; drainage analysis; roundabouts; signalization; green infrastructure design; traffic/ highway/drainage construction bid documents; pavement markings and signing; road access permitting; MPT plans; street lighting; expert testimony...

Statement of Qualifications

Public Facilities, Parks & Recreation: Conceptual plans; construction bid documents; specifications and estimates of cost of construction for new and rehabilitation of public facilities; synthetic and natural turf athletic fields; beaches; concession facilities; comfort stations; playgrounds; pedestrian and bike trails...

Water Supply: Distribution flow and pressure analysis; fire flow analysis; demand analysis; distribution design; backflow device design...

Wastewater Collection: Demand and flow analysis; collection system design; pumping station; force mains; low pressure sewer; vacuum assist sewer...

Wastewater Treatment & Disposal: Operational analysis; technical design reports; flow and demand analysis; individual on-site septic systems; sewer district planning studies; site specific wastewater treatment systems; Chromaglass treatment systems; large-scale treatment facilities; odor control; facility start-up; O&M manuals; flow equalization; nitrification/denitrification control...

Green Development: LEED® certified projects; sustainable development; linkage; walkable streets; stormwater management; water usage; recycled content; light pollution; sensitive areas; construction activity; community outreach; charrette participation; smart growth...

Surveying and Mapping: Boundary and topographic surveying and mapping; GPS and GIS mapping; land division and acquisition mapping; highway control surveying; wetlands and unique feature mapping; robotic surveying...

Stormwater Management Plans: Design and management plans for stormwater; erosion control; SWPPP compliance; preparation and processing of NOI; site compliance during construction...

Miscellaneous Sanitary Facilities: Chemical and fuel storage; stand-by generators; air quality permitting; Board of Review and Sewer Agency presentation...

Waterfront Engineering: Hydrographic surveying; construction bid documents for dredging, jetties, bulkheads, piers, commercial docking facilities and marinas...

Permitting and Processing: Preparation and processing of applications for submittal; client representation before municipal agencies and departments; expert testimony at hearings...

Construction Services: Engineering consultation; preparation and coordination of bid documents; bid review and analysis; Resident services; shop drawing processing; pre-construction conferences; stormwater management plan monitoring; certifications of constructed facilities; approximate cost of construction estimates; construction surveying; preparation of as-constructed and final surveys...

Statement of Qualifications

Available to assist N&P as necessary are our **Affiliate Firms**:

Nelson, Pope & Voorhis, LLC (NP&V) was established in 1997. Nelson & Pope along with Charles Voorhis & Associates created NP&V, to meet the needs of our clients. NP&V is a full service environmental planning and land use consulting firm with the staff and expertise necessary to address complex problem solving and develop creative solutions in the areas of environmental science and management, land-use planning and analysis, fiscal and economic assessment and SEQRA/NEPA compliance. NP&V consists of three divisions, created to better serve clients with high quality, innovative and responsive consulting services in all aspects of environmental planning. The three divisions are:



- **Environmental and Community Planning Division:** prepares comprehensive plans, comprehensive or strategic zoning amendments, long-term focused planning studies, corridor redevelopment studies, and brownfield plans. The group is effective in the use of geographic information systems (GIS) mapping to evaluate issues and present baseline data. Effective community outreach strategies are developed and tailored for each project and the community in which the project is taking place. The group represents a number of planning boards in the Hudson Valley and Long Island regions.
- **Environmental Resource and Wetland Division:** prepares wetland delineations and evaluations, Stormwater Pollution Prevention Plans (SWPPPs), conducts stormwater modeling and green infrastructure planning and implementation, ecological planning, and other scientific studies, and landscape restoration. This division assists clients through permitting and SEQRA processes.
- **Phase I/II ESA and Remediation Division:** prepares Phase I/II Environmental Site Assessments with soil and groundwater sampling services, lead based paint, asbestos, radon, and mold inspection services, and all forms of environmental sampling. The division evaluates the implications of past contamination on future land uses.

With significant experience in long range planning, NP&V believes in planning before action and applies recognized and sustainable planning methodologies to prepare creative action oriented strategies for our clients. NP&V's staff have the diverse capabilities to perform the following tasks:

Environmental Analysis: SEQRA Services Environmental Impact Statements (EIS), Environmental Assessment Forms (EAF), SEQRA Administration, Municipal SEQRA Review Services, GEIS & Regional Impact Analysis, Noise Monitoring & Assessment, Air Impact Analysis, Visual Assessment, Cultural Resources Assessments, **NYC CEQR Analysis** Environmental Assessments, ULURP, Waterfront Certifications, **Scientific Studies** Watershed Management Plans, Water Supply Studies, Groundwater & Water Quality Studies Nitrogen Load/TMDL Evaluation ...

Ecological & Wetlands: Wetlands Wetland Permits, Wetland Delineation, Feasibility Studies, Permit Plans, Restoration/Mitigation Plans, **Ecological Studies** Wildlife Surveys Endangered Species Surveys, Pond Management Plans, Invasive Species Control, Natural Resource Surveys, Aquatic Species Habitat Management, **Coastal & Waterfront Management** Waterfront Management Plans, Waterfront Certifications, Coastal Erosion

Statement of Qualifications

Hazard Area & FEMA Compliance, Shoreline Restoration & Improvement Plans, **Ecological Landscape Design** LEED Projects, Landscape Plans, Low Impact Development, **Environmental Education & Signage** Educational Outreach, Interpretive Signage ...

Environmental Audits: Phase I ESA & Due Diligence Investigations Phase II ESA, Groundwater Investigations, Soil Sampling, Soil Gas Surveys, Monitoring Wells & Piezometers, Tank Sampling, Pesticide Sampling & Plans, Soil Management Plans, **Remediation** Brownfields/Voluntary Cleanup Plans, RCRA Closures, Superfund Sites, **Sampling Services** Asbestos Surveys, Influent/Effluent Sampling, Lead Based Paint Surveys, Mold Sampling, Soil Borings & Classifications, **Subsurface Investigations & Related Services**, Ground Penetrating Radar (GPR), Pipe Camera, Magnetometer, Groundwater Mounding Studies, Flow Studies ...

Planning Services: Municipal Planning Municipal Review Services, Planning & Zoning Analysis, Build Out Analysis, GIS Analysis, Code Preparation & Review, Downtown Revitalization, Regional Planning & Land Use Plans, Recreation Planning, LWRP & Harbor Management Plans, Implementation & Action Plans, Demographic Analysis, Grant Writing & Administration, Public Outreach & Community Surveys, Community Visioning, **Economic Planning** Comprehensive Economic Development Plans, Business Retention & Expansion Strategies, Downtown Revitalization, Demographic Studies, **Institutional Planning** District Mapping, Spatial Analysis of Call Database, Needs Assessment, Demographic Analysis, SEQRA Administration ...

Economic & Market Analysis: Fiscal Impact Analysis, Economic Impact Analysis, IMPLAN and RIMS II Economic Impact Modeling, School District/Community Service Impact Analysis, Market Studies, Feasibility Studies, Niche Market Analysis, Demographic Studies, Sales Tax Impact Analysis, Tax Base Analysis, Leakage Analysis, **Municipal Economic Planning** Comprehensive Economic Development Plans, Business Retention & Expansion Strategies, Downtown Revitalization, Demographic Studies, **Funding, Financing & Tax Incentive Assistance** IDA Financing Assistance, Cost – Benefit Analysis ...

Stormwater Management: Construction Permit Compliance/SWPPP Stormwater Pollution Prevention Plans (SWPPP), Erosion & Sediment Control Plans, Construction Phasing & Related Services, NYSDEC “Qualified Inspectors” for Construction Field Monitoring, **Municipal Stormwater Planning & Compliance** Stormwater Management Programs, NYSDEC Annual Reports, SWPPP Review, Construction Stormwater Field Monitoring, Outfall & Infrastructure Inventory, GIS Mapping & Analysis, **Stormwater BMPs** Stormwater Management Planning, Low Impact Design, LEED Site Planning ...

Statement of Qualifications

HWJ Engineering & Surveying, PLLC (d/b/a Hawkins Webb Jaeger)

(HWJ) became an affiliate of N&P in 2003, supplementing N&P's engineering and surveying expertise by providing an architectural component to the N&P team. HWJ is a multi-disciplined professional services firm that has been providing Architectural, Engineering and Land Survey services on Long Island since 1872.



Through 138 years of service to the community and across Long Island, HWJ has become known for their diverse knowledge and unique cross discipline approach to Architecture, Site Development and Survey. HWJ has built a reputation within the Long Island community not only as a single point "hands on" design firm, but as an innovator of common sense solutions to unique projects demonstrating skill, accountability, ingenuity, sustainability and novelty in design.

HWJ maintains a staff of 12 to provide years of combined experience in residential, multi-residential, commercial and public funded projects ranging from New York State Parks, Suffolk County Parks, fire and emergency facilities, as well as hospitality, religious and educational institutions.

HWJ's staff have the diverse capabilities to perform the following services/tasks:

Architectural: Architecture Schematic Design and Design Development, Construction Documents, Design Build, Construction Management, Bid Preparation Analysis and Administration, Permit Administration Expediting, Construction Administration, Budget Development and Cost Analysis, Hospitality and Health Care Design, Interiors, High-End Residential and Commercial, Country Club Design, Civil and Site Design, Land Use and Zoning Studies, FEMA Compliant Flood Plain Design, Sustainable Design, Restaurant Design Construction Observation, Historic Preservation and SHPO Administration, CAD Rendering...

Engineering: Sanitary System Design and Certification, Site Drainage Design and Municipal Submissions, Grading Plans, Hardscape and Retaining Wall Design, Health Department Expediting, Department of Environmental Conservation (DEC) Submissions, Department of Public Works (DPW) Submissions, Roadway Design, Town Planning Department Submissions, NYS DOT Plans, Subdivisions, Landscape Architecture, Health Department Compliance, Expert Testimony, Residential, Commercial, Industrial ...

Survey: Title Survey, Boundary Survey, Mortgage Survey, Existing Conditions Survey ALTA/ACSM Survey Preparation, GPS Surveys, Topographic Survey Preparation, Subsurface Utility Survey, Elevation Certificates on FEMA Official Elevation Certificate, Subdivision Planning Presentations and Legal Descriptions, Building Permit Survey, Certificate of Occupancy or Final Survey, As-Built Zoning Compliance Plans, Radius Maps, Expert Testimony, Tree Location Plans, Land Divisions Presentation, Site Grading Plans for Sanitary Systems, Unique Feature Mapping ...

Planning: Master Planning, Subdivision Planning and Design, Form-Based Code Studies, Zoning Studies, Downtown Revitalization Planning, Commercial District Studies, Historic District Studies, SHPO Processing and Administration, Space Planning and Design, Land Use and Zoning Studies for Municipal Agencies, Planned Development Districts, FEMA Compliant Community Planning ...

Statement of Qualifications

East Coast Geoservices, LLC (ECG) was founded and became part of the N&P team in 2009. Work generated by the engineering and environmental companies resulted in a need for quality and scheduling control of subsurface investigations, sampling, analysis and monitoring. ECG is full service Geotechnical Company, specializing in geological and environmental sampling, and groundwater monitoring well installations.



ECG provides soil and water sampling and investigation services to private industry and government throughout the tri-state area. ECG's staff have the diverse capabilities to perform the following services/tasks:

- Soil & Groundwater Sampling
- Sanitary Test Borings
- Geotechnical Test Borings
- Groundwater Monitoring Wells
- Soil Gas Vapor Survey Wells
- Automated Influent/Effluent Sampling
- Ground Penetrating Radar
- Pipe Camera Services
- Portable Gas & Sampling Meters
- XRF Lead Sampling
- Remediation Wells
- All forms of Environmental Sampling

N&P along with our affiliate firms have spent decades fostering productive relationships with municipalities across Long Island and in the New York Metropolitan area. The firms are experienced and have the necessary staff to provide a coordinated approach to multi-disciplined projects. Having all of the services necessary to fulfill the needs of a project under one roof provides clients with a whole project approach resulting in a single point of project management and offers a unique and efficient single source advantage for our clientele.

Statement of Qualifications

Quality of Staff

Nelson & Pope is managed by seven partners. Each provides specific expertise in the field of civil engineering/land surveying/planning and transportation that is unique within the industry. The diverse leadership of N&P couples the **experience** of our senior partners with the **innovation and enthusiasm** of our younger partners. All the principals of N&P are New York State Licensed Professional Engineers and/or Land Surveyors. Many of the team's senior technical staff are licensed by the NYS Department of Education as Professional Engineers, Professional Land Surveyors, Registered Architects or Registered Landscape Architects. Additionally, many of our staff have advanced technical degrees and/or technical certifications. Such as LEED Accredited Professional (LEED AP), OSHA 40 Hour HAZWOPER, Professional Traffic Operations Engineer (PTOE), and American Institute of Certified Planners (AICP), etc. Partner bios for N&P and the affiliates are highlighted below. Detailed resumes can be provided upon request.

Gary S. Becker, P.E.

Gary Becker has a distinguished reputation on Long Island and specializes in the field of residential and commercial land development. Gary has over 40 years of diversified nationwide engineering, construction and real estate experience, including project conceptualization, planning, and execution. As senior level real estate development executive, he was part of a management team responsible for development and implementation of corporate strategy to maximize return on assets for the real estate portfolio of a major industrial corporation (Fortune '100') with the largest non-governmental land holdings in the us. Gary also served as president of a number of real estate development companies in Florida, Georgia, South Carolina, New Jersey, New York, Virginia and Vermont. After earning his bachelor of science in civil engineering from the city college of the City University of New York, Gary earned a Master's of Business Administration from the Bernard M. Baruch College of the City University of New York. He is a registered professional engineer in the States of New York and Vermont and is a member of the American Society of Civil Engineers and the Society of Professional Engineers. Gary is also a member of the planning board and design review board in the incorporated Village of Plandome.

Thomas C. Dixon, P.E.

Tom Dixon provides civil/site engineering services and specializes in stormwater management and waterfront structures. Working on Long Island projects for over 15 years, Tom has gained a thorough understanding of the land development process. He is well known by our clients for his diligence, high performance and responsiveness. Tom has successfully managed many of Long Island's largest residential community developments and has provided engineering services for campus expansion to numerous hospitals and schools. After graduating from Lehigh University with a Bachelor of Science in Civil Engineering, Tom earned a Masters of Environmental Engineering from Manhattan College. He is a registered Professional Engineer in the States of New York and Connecticut and is a member of the Society of Professional Engineers. Tom also maintains a Captain's license from the United States Coast Guard.

Joseph R. Epifania, P.E.

Joe Epifania has nearly 40 years of experience in the transportation engineering field and provides general oversight and quality assurance for much of the transportation, parks and construction inspection services. He is recognized by numerous village and town boards to provide expert testimony in the field of traffic engineering and analysis and has been serving the needs of municipal clients throughout his career. Joe earned his bachelor of science in civil engineering from Manhattan College.

Statement of Qualifications

He is a registered Professional Engineer in the State of New York and a member of the Institute of Transportation Engineers.

Thomas F. Lembo, P.E.

Tom Lembo is an expert in the field of water and wastewater engineering on Long Island. Tom has over 20 years of experience working on projects in Nassau and Suffolk counties as well as the City of New York. His in-depth knowledge of the intricacies of wastewater treatment, conveyance and disposal on Long Island provides our clients a path to successful project completion. Tom earned his Bachelor of Science in Civil Engineering from Manhattan College. He is a registered Professional Engineer in the States of New York and Florida and is also a member of the Water Environment Federation.

Eric J. McFerran, P.E.

Eric McFerran has nearly 20 years of experience in transportation engineering and planning for private and public sector clients. He currently manages a team that specializes in municipal work performing parks & recreation design, traffic engineering, roadway engineering and construction inspection. Eric has successfully managed many of long island's largest roadway and traffic infrastructure projects. Eric earned his bachelor of science in Civil Engineering from the University of Rhode Island. He is a registered professional engineer in the State of New York and is a member of the American Society of Civil Engineers and the Institute of Transportation Engineers.

Robert G. Nelson, Jr., P.E., LEED® AP ND

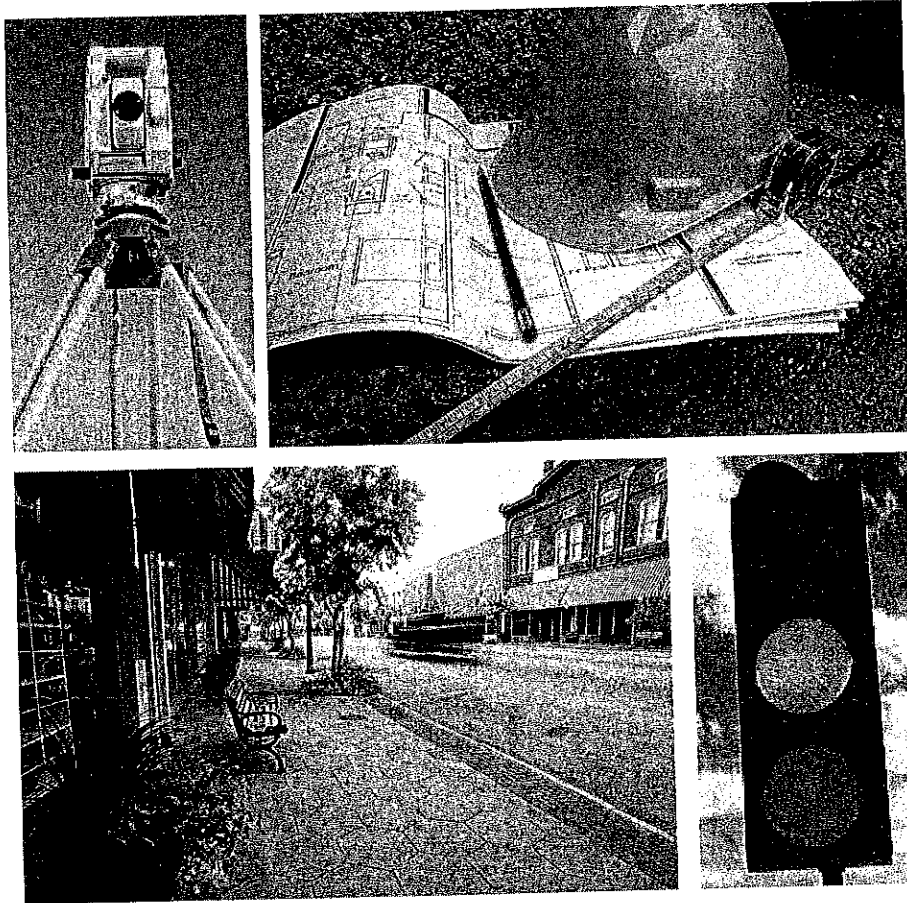
For over 35 years, Bob has been providing planning and civil engineering evaluation, analysis and design for residential, commercial, multi-use and municipal site, infrastructure development and reconstruction projects; sustainable development and green infrastructure design; park and golf course development; storm-water management and waterfront re-development. He is recognized as a problem solver and has an ability to think outside of the box to develop solutions to unique projects. After earning his Bachelors of Science in Civil Engineering from Worcester Polytechnic Institute, Bob earned a Masters of Civil Engineering from Worcester Polytechnic Institute. He is a registered Professional Engineer in the State of New York and is also a member of the American Society of Civil Engineers and the Society of Professional Engineers.

Gregory D. Peterman, P.L.S.

Greg Peterman has over 25 years of field and office land surveying experience. He manages the firm's construction layout services and is known in the industry for his expertise, accuracy and quick response. Greg has been providing surveying services for numerous years for the City of New York and the state of New York and is quite familiar with the land surveying and mapping standards of these clients. Greg has managed the surveying services for some of the largest construction projects on long island. Greg earned his Bachelor of Science in Geology from SUNY at Cortland. He is a registered professional Land Surveyor in the States of New York and Connecticut and is a member of the association of professional land surveyors and national society of professional surveyors. Greg is also a certified professional in erosion and sediment control.

Services and Project Experience

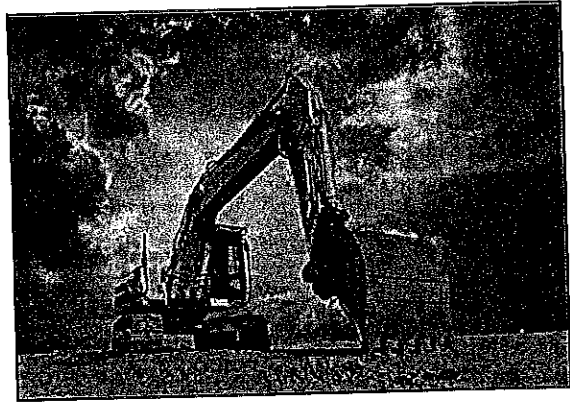
Nelson & Pope, offers clients a wide range of civil engineering and land surveying services. We are recognized as one of Long Island's leading full service firms and pride ourselves on delivering quality projects to our clients. Our team of professional experts in their respective fields provides the capability for successful completion of even the most complex projects. The services we provide as well as project examples are provided in the following pages.



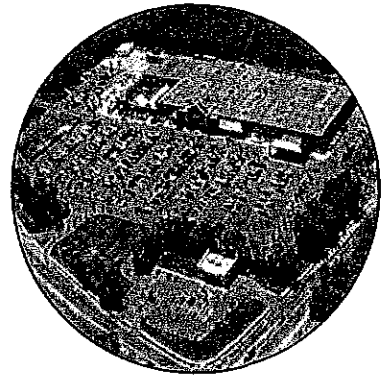
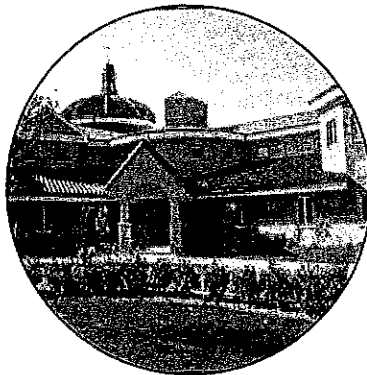
Insight / Commitment / Results

Site Planning

The land development process on Long Island is a challenging endeavor. There are countless rules and regulations at all levels of government that can create a maze for the developer to solve. The growing movement to resist the trend toward new development adds another level of complexity. Even the smallest of projects are at risk of being denied or getting tied up in the approval process. Our knowledge and experience will assist in navigating the developer through the approval process in a logical and efficient manner. Services we can provide:

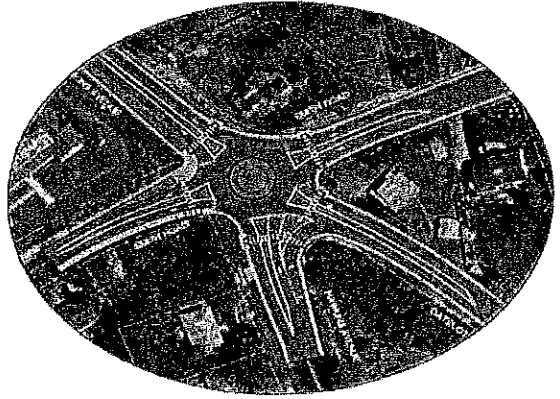


- Feasibility and Due Diligence Studies
- Master Planning and Conceptual Studies
- Land Use Planning and Zoning Analyses
- Site Planning and Design
- Grading and Drainage Design
- Utility Infrastructure Design
- Stormwater Management and Pollution Prevention Plans
- Drainage Studies
- Sediment and Erosion Control Plans
- Retaining Wall Design
- Slope Analyses
- Earthwork Analyses and Volume Calculation
- Sustainable/Green Design
- Permitting and Regulatory Approvals
- Public Hearing Testimony

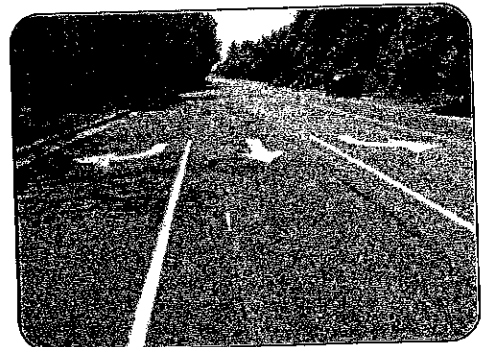


Transportation

Long Island is a mature suburb where the automobile is the primary mode of transportation. The roadways, highways and bridges across the island are aging and in need of repairs and improvements. Land development and growth intensifies traffic congestion and wear. Our staff of trained experts, at a time of limited government funding, are developing cost efficient designs while still meeting the goals of the project. Nelson & Pope is a leader amongst roadway and traffic engineering groups on Long Island providing services to municipal and private clients throughout Nassau and Suffolk County. We offer our clients the following transportation services:



- Highway and Roadway Design
- Transportation Planning
- Intersection Design
- Downtown/Main Street Beautification
- Roundabout Design
- Pavement Markings and Signage Design
- Pavement Design
- Stormwater Management
- Drainage Studies and Design
- Pavement Evaluation and Design
- Pavement Coring
- Infrastructure Design
- Area/Corridor Studies and Modeling
- Street Lighting Design
- Traffic Impact Studies and Modeling
- Traffic Signal Studies and Design
- Red Light Camera Design
- Traffic Calming Studies and Design
- Traffic Control Devices Design
- Maintenance and Protection of Traffic Plans
- Parking Studies
- Permitting and Regulatory Approvals
- Expert Testimony

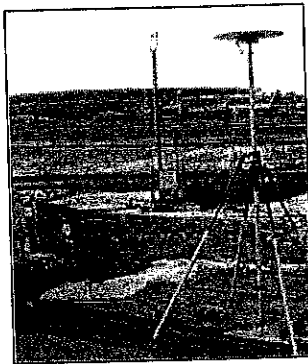


Survey and Mapping

Nelson & Pope has been providing land surveying and mapping services on Long Island for over 60 years and have amassed a tremendous library of land records over the years. Our team of experienced licensed land surveyors have vast knowledge and understanding of the field and are using state-of-the-art equipment including total station, robotic, GPS and field to finish ensuring accuracy and precision of the work. Nelson & Pope is a well-respected union surveying firm and has the reputation as being one of Long Island's leading surveying and mapping firms. We offer the following Surveying and Mapping services:



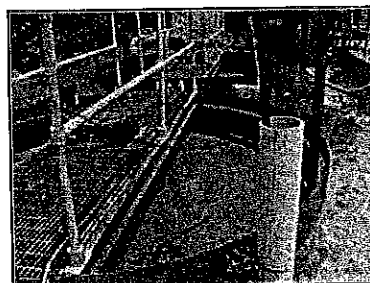
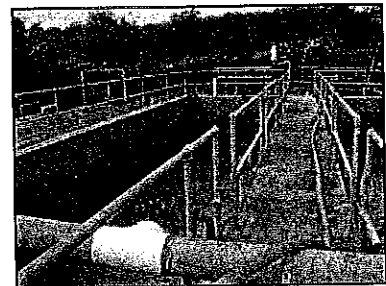
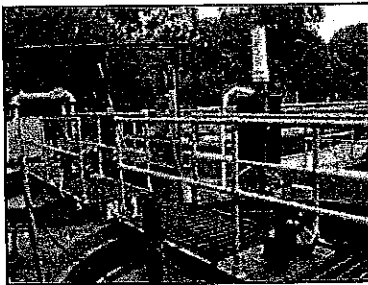
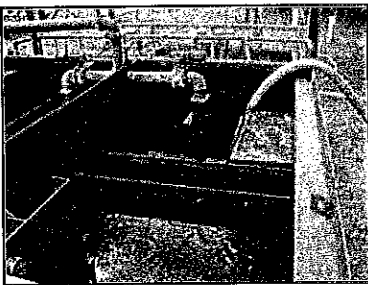
- Boundary/Right-of-Way Surveys
- ALTA/ACSM Surveys
- Title Surveys
- Construction Surveying
- GPS (Global Positioning Systems) Surveying
- Topographical Surveying and Mapping
- Underground Utility Mapping
- Acquisition Surveys
- Soundings and Hydrographic Surveys
- Tree Surveys
- As-Built Surveys
- Horizontal and Vertical Aerial Control
- Land Division and Subdivision Mapping
- Yield Mapping
- Lot Line Change Mapping
- FEMA Flood Certifications
- Monitoring Well Surveys
- Vault Surveys
- Radius Mapping
- OSHA HAZMAT Site Surveying



Water and Wastewater

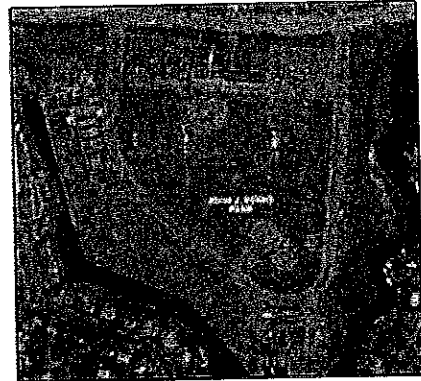
Water and Wastewater projects on Long Island have unique challenges to overcome. All of Long Island's water supply comes from underground water reserves held in aquifers. Public concern to preserve the quality of the groundwater has become the single most important factor limiting the region's growth. While the majority of Nassau County is connected to public sewers most of Suffolk County is not. The adoption of Article 6 of the Suffolk County Sanitary Code in 1981 established density and sewage facility requirements for residential and non-residential realty subdivisions and developments for the purpose of regulating nitrogen levels in groundwater. Nelson & Pope's has significant knowledge and experience with the regulations governing water and wastewater projects on Long Island. We offer the following water and wastewater services:

- Feasibility and Due Diligence Studies
- Wastewater Collection, Disposal and Treatment Alternatives
- Wastewater Collection and Disposal System Design
- Kitchen Waste and Grease Trap Design
- Wastewater Pump Station and Force Main Design
- Wastewater Treatment Plant Design
- Low Pressure Sewer System Design
- Wastewater Disposal in Pine Barrens Analysis
- Odor Control Design
- Water Distribution System and Fire Flow Analysis, Modeling and Design
- Water Service Design
- Hydrant Flow and Pressure Tests
- Water Supply Well Design
- Backflow Prevention Device Design
- Swimming Pool Design
- Chemical and Fuel Storage Facility Design
- Air Quality Discharge Permitting
- Suffolk County Department of Health Services Board of Review Applications
- Suffolk County Department of Health Services Transfer of Development Rights Applications
- Suffolk County Sewer Agency Applications
- Permitting and Regulatory Approvals

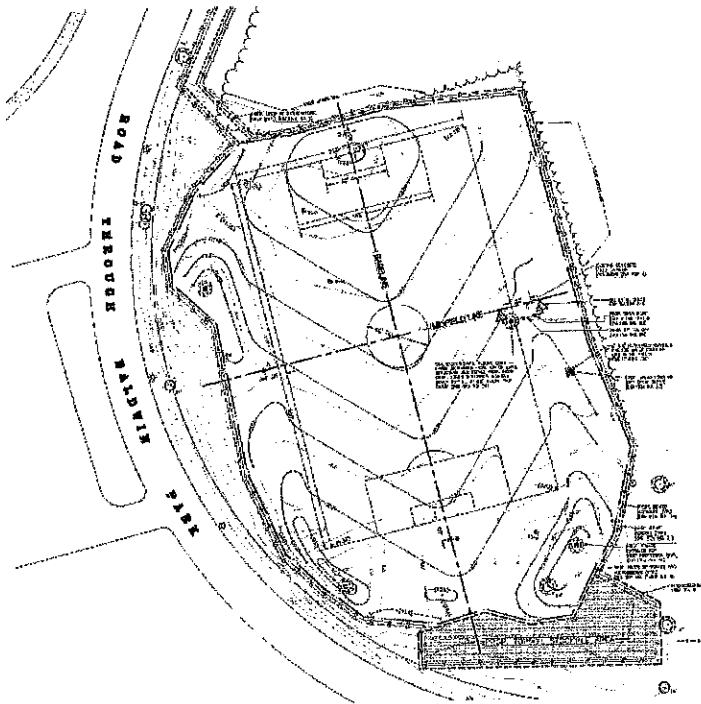
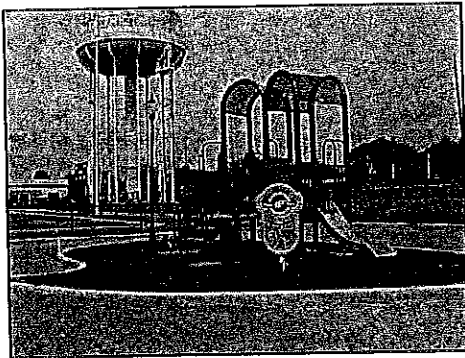


Parks and Recreation

Parks and recreation facilities play an important role in the communities of Long Island. They are a gathering place for families, friends, schools and neighborhoods. Sports fields, playgrounds, beaches, marinas, trails and passive park facilities all create a sense of place and enjoyment. Long island offers some of the most spectacular and innovative park and recreation facilities in the country and we are proud to be a part of developing them. We offer the following parks and recreation services:

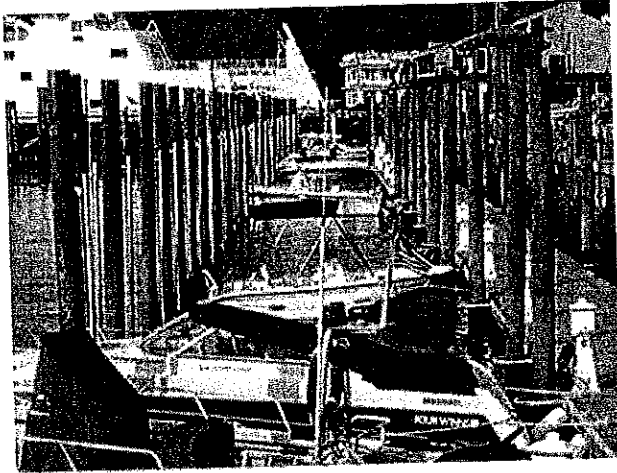


- Park and Recreation Facilities Planning, Layout and Design
- Synthetic/Natural Turf Athletic Field Layout and Design
- Athletic Field Lighting Design
- Playground Layouts
- Restrooms, Concession and Administrative Offices Design
- Parking Facilities Layout and Design
- Irrigation System Design
- Golf Course Layout and Design

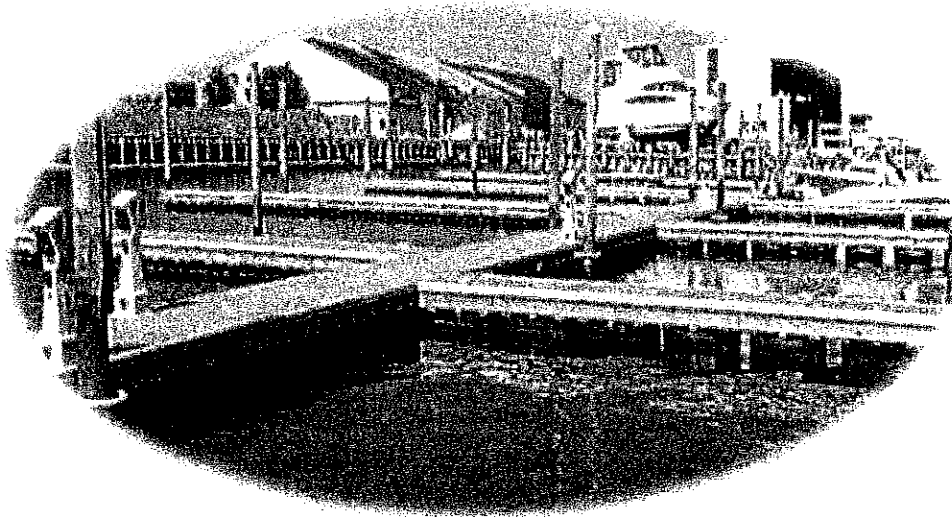


Marina and Waterfront

Long Island's beaches and waterways are regarded by many as our most important natural resource. Development and improvements on waterfront properties require specialized knowledge, care and experience with agency regulations and preparation of feasible options. A balance between design, function and nature must be reached before a project is viable. With assistance from our affiliated firm, Nelson, Pope & Voorhis, we provide all of the services necessary for obtaining permits and approvals from the applicable agencies and that are crucial to the preparation of construction documents. We offer the following waterfront and marina services:

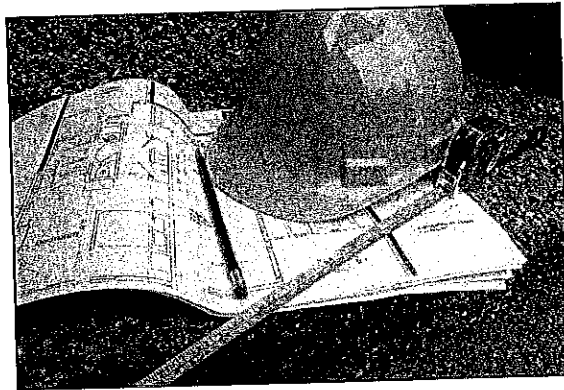


- Marina Planning, Layout and Design
- Shoreline and Bluff Stabilization Design
- Bulkhead Design
- Pier Design
- Dock and Boat Slip Design
- Floating Dock and Gangway Design
- Dredging Plans
- Beach Nourishment Plans
- Jetty Design
- Seawall Design
- Boat Launch Ramp and Lift Design
- Permitting and Regulatory Approvals



Construction Administration

The completion of a high quality construction project that is completed both on-schedule and within budget is a challenging process. Our firm is experienced in providing construction administration services on a wide array of projects. Nelson & Pope's services assist in streamlining the construction phase of a project and help to ensure compliance with applicable agency regulations and the construction documents. We offer the following construction administration services:



- Assistance during bidding
- Bid Review, Analysis and Recommendation
- Attendance at Pre-Construction/Kick-Off Meeting
- Assistance with Scheduling
- Shop Drawing Review and Processing
- Cost Estimating
- Periodic and Resident Construction Observation
- Preparation of Daily Reports of Work
- Engineering Support Services

- Review of Contract Change Order Requests
- Review of Contractor Payment Requisitions
- Assistance with Facility Startup and Testing
- Preparation of Punch List Items
- Assistance with Project Closeout
- Preparation of As-Constructed Drawings
- Certification of Constructed Work
- Preparation of Operation and Maintenance Manuals



Conventional & Alternative Fuel

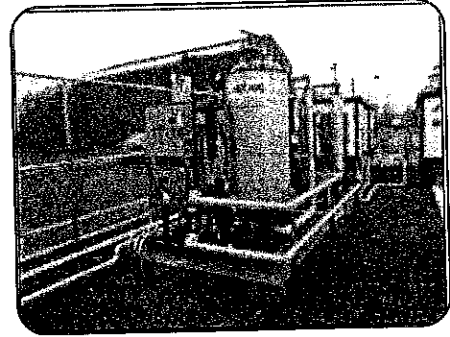
N&P's Engineers have extensive experience in the design and construction of conventional and alternative fuel infrastructure. We also provide consulting and grant administration services to fleet managers for diversifying with alternative fuel vehicles. Services include:

- Station Sizing and Design
- Compressed Natural Gas
- Liquid Natural Gas
- Hydrogen
- Propane
- Biodiesel
- E-85
- Electric Vehicle Charging Stations
- Gasoline and Diesel
- Fleet, Municipal, and Retail Stations
- Fleet Consulting
- Grant Writing and Administration

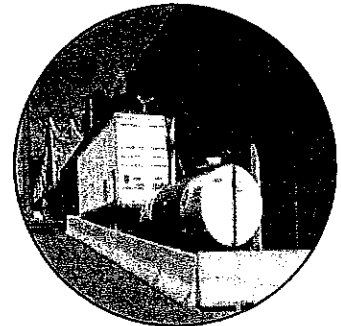
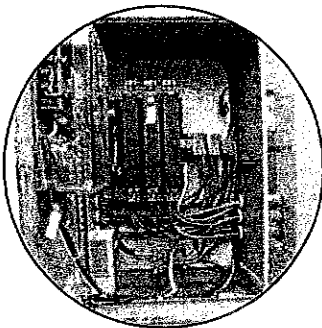


Mechanical, Electrical and Plumbing Engineering (M\E\P)

N&P provides a full range of M\E\P services for municipal and private buildings and facilities throughout the region. Our engineers provide practical, high efficiency building systems that minimize capital and operating costs while focusing on occupant comfort and convenience. N&P's M\E\P services also extend outside the building to provide a complete and coordinated system that supports the building. Beyond the building, N&P is a recognized leader in the planning, design and implementation of Alternative Fuel and Petroleum Fueling Stations. Typical M\E\P services offered include:



- Building Envelope Performance Studies
- Building Automation
- Heating, Ventilating, and Air Conditioning Systems
- Geothermal Heating and Cooling Systems
- Co-Generation Systems
- Domestic and Sanitary Plumbing
- Fuel Gas Plumbing
- Electrical Service Entrance and Distribution Systems
- Area, Task, and Decorative Lighting
- Stand-by and Emergency Power Generators
- Prime Power Fuel Cell Energy Generators
- Solar Power
- Site Lighting
- Pollution and Waste Control Systems
- Interface with Utility Companies and Metering
- Economic Operating Cost Analyses
- Fire Alarm and Fire Suppression Systems
- Low Voltage Systems and Controls
- CNG/LNG/LPG/Hydrogen Alternative Fuel Stations
- Petroleum Fuel Stations



Statement of Qualifications

Clients

Nelson & Pope serves the needs of public, retail, private, institutional and governmental client markets. Clients depend on N&P's expertise to provide solutions to meet the needs of their projects within budget and on schedule. Our diverse clientele recognizes N&P's excellence and are secure in knowing that they receive quality professional services from project inception through completion. A sample list of these clients are provided below:

106 New York Air National Guard	Hyatt Regency Long Island	NSLIJ Health System
Air & Gas Technologies	Incorporated Village of Amityville	NYC Department of Design & Construction
Aldephi University	Incorporated Village of Bellport	Oheka Castle
Amagansett Fire District	Incorporated Village of Farmingdale	Planet Fitness
Arrowhead Contracting, Inc.	Incorporated Village of Lake Success	Racanelli Construction Company
Artist Lake / Fairview HOA	Incorporated Village of Northport	Rocky Point Fire District
AvalonBay Communities, Inc	Incorporated Village of Plandome Manor	Roosevelt Island Operating Corporation
Bank of Smithtown	Incorporated Village of Southampton	Simon Property Group
Beechwood Organization	Indian Hills Country Club	St. Joseph's College
Breslin Realty	Islip Resource Recovery Agency	Stony Brook University
Canon USA Incorporated	JD Posillico	Suffolk County Department of Health Services
CBRE, Inc. for Motorola Solutions	Kimco Realty Corporation	Suffolk County Department of Public Works
City of Glen Cove	King Kullen Grocery Company, Inc.	Suffolk County Division of Real Estate
Eastport Senior Living LLC	Levittown Public Schools	Town of Babylon
Engel Burman Group	Manhasset-Lakeville Fire District	Town of Brookhaven
Fairfield Properties	Meadowbrook Pointe Development Corp.	Town of Hempstead
First Baptist Church of Riverhead	Miller's Ale House, Inc.	Town of Islip
Five Towns College	Nanz Company	Town of North Hempstead
Freeport Housing Authority	Nassau County Attorney Office	Town of Oyster Bay
Great Neck Park District	Nassau County Department of Public Works	Town of Oyster Bay Housing Authority
Great South Bay Brewery	Nassau County Parks, Recreation & Museums	Town of Smithtown
Green Cactus Mexican Grill	National Grid	Town of Southampton
Heatherwood Communities	Nesconset Center for Nursing & Rehabilitation	TriTec Real Estate Co.
Highlands at Aquebogue Homeowners Association	New York Cosmos	Valley Stream Central School district
Home Depot	New York Pet Memorial Park	Verizon - Nassau
Huntington Hospital	New York State Department of Transportation	Village Green at Sayville LLC
Huntington YMCA	Nissan of Huntington	Village of East Hills

COUNTY OF NASSAU

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

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

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

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

Ltd. Liability Co Closely Held Corp Other (specify)

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

Please see attached

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

Please see attached

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

N&P Construction Layout (N&P Majority Owner)

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

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

East Coast Geoservices* (N&P Minority Owner)

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

Vornel Management* (N&P Majority Owner)

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

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

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

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

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

(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.

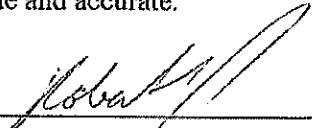
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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.

Dated: 9/12/2016

Signed: 

Print Name:

Robert G. Nelson, Jr, PE

Title: Partner

Page 4 of 4

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.

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

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

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (specify)

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

Please see attached

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

Please see attached

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

Nelson & Pope, Engineers & Surveyors, PLLC
N&P Construction Layout* (N&P Majority Owner)
IHWJ Engineering & Surveying, PLLC* (N&P Majority Owner)
East Coast Geoservices* (N&P Minority Owner)
572 Walt Whitman Road Associates* (N&P Partners are Individual Owners)
Vornel Management* (N&P Majority Owner)
N&P Engineering LLC* (N&P Majority Owner)

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

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

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

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

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

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

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

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

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

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

Dated: 4/28/2016

Signed:



Print Name:

Carrie O'Farrell

Title:

Partner

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

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: HWJ Engineering & Surveying PLLC (d/b/a Hawkins Webb Jaeger)

Address: 560 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (specify)

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

Please see attached

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

Please see attached

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

Nelson & Pope, Engineers & Surveyors, PLLC

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

Vornel Management* (N&P Majority Owner)

East Coast Geoservices* (N&P Minority Owner)

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

572 Walt Whitman Road Associates, LLC* (N&P Majority Owner)

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

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

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

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

NONE - Hawkins Webb Jaeger 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 - Hawkins Webb Jaeger 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):

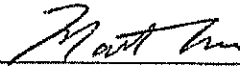
NONE - Hawkins Webb Jaeger nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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.

Dated: 4/28/2016

Signed:



Print Name: Matthew Crane, LS

Title: Partner

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

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: East Coast Geoservices LLC

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (specify)

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

Please see attached

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

Please see attached

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

Nelson & Pope, Engineers & Surveyors, PLLC

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

Vornel Management* (N&P Majority Owner)

HWJ Engineering & Surveying PLLC* (N&P Minority Owner)

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

572 Walt Whitman Road Associates, LLC* (N&P Majority Owner)

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

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

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

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

NONE - East Coast Geoservices 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 - East Coast Geoservices 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 - East Coast Geoservices 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.

Dated: 4/28/2016

Signed: Carrie O'Farrell

Print Name: Carrie O'Farrell

Title: Partner

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

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

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

Address: 572 Walt Whitman Road

City, State and Zip Code: Meville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (specify)

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

Please see attached

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

Please see attached

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Nelson & Pope, Engineers & Surveyors, PLLC
Nelson, Pope & Voorhis* (N&P Majority Owner)
HWJ Engineering & Surveying, PLLC* (N&P Majority Owner)
East Coast Geoservices* (N&P Minority Owner)
572 Walt Whitman Road Associates* (N&P Partners are Individual Owners)
Vornel Management* (N&P Majority Owner)
N&P Engineering LLC* (N&P Majority Owner)

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

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

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

NONE - N&P 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.

Dated: 4/28/2016

Signed: 

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

Title: Partner

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

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Vornel Management

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (specify)

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

Please see attached

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

Please see attached

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

Nelson & Pope, Engineers & Surveyors, PLLC

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

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

East Coast Geoservices* (N&P Minority Owner)

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

572 Walt Whitman Road Associates, LLC* (N&P Majority Owner)

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

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

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

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

NONE - Vornel Management 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 - Vornel Management 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):

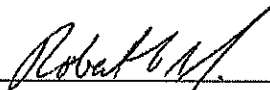
NONE - Vornel Management nor any of our affiliates engages or has engaged the services of a lobbyist to influence or promote a matter before the County of Nassau, its agencies, boards, commissions, department heads or committees.

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.

Dated: 4/28/2016

Signed:



Print Name:

Robert G. Nelson, Jr, PE

Title:

Partner

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

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: 572 Walt Whitman Road Associates, LLC

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: Public Corp ☒ Partnership Joint Venture
Ltd. Liability Co Closely Held Corp Other (specify)

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

Please see attached

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

Please see attached

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

Nelson & Pope, Engineers & Surveyors, PLLC

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

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

East Coast Geoservices* (N&P Minority Owner)

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

Vornel Management* (N&P Majority Owner)

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

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

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

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

NONE - 572 Walt Whitman Road Associates 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 - 572 Walt Whitman Road Associates 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 - 572 Walt Whitman Road Associates 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.

Dated: 4/28/2016

Signed: 

Print Name: Robert G. Nelson, Jr, PE

Title: Partner

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COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: N&P Engineering LLC

Address: 572 Walt Whitman Road

City, State and Zip Code: Melville, NY 11747

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

3. Type of Business: ☐ Public Corp ☒ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

Please see attached

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

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

Nelson & Pope, Engineers & Surveyors, PLLC

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

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

East Coast Geoservices* (N&P Minority Owner)

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

Vornei Management* (N&P Majority Owner)

N&P Construction Layout (N&P Majority Owner)

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

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

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

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

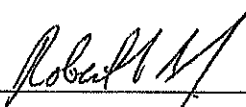
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The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 4/28/2016

Signed: 

Print Name: Robert G. Nelson, Jr, PE

Title: Partner

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Nelson & Pope et al
Partners Ownership Percentages - 01/01/2016

	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope	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	N & P Engineering LLC	H&S-Nelson & Pope JV	N&P-GDB
Epifania, Joseph										
Nelson, Robert, Jr.										
Lembo, Thomas										
Becker, Gary										
Peterson, Gregory										
McFerran, Eric										
Dixon, Thomas										
Voorhis, Charles										
McGinn, Steven										
Eliseman, Kathryn										
O'Farrell, Corie										
Crane, Matthew										
N&P, Engineers & Land Surveyor, PLLC										
Nelson Pope & Voorhis, LLC										
H&S Engineers, Architects and Land Surveyors										
Gayton de Bruin, Land Surveying and Engineering, PC										

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

AMENDMENT NO. 1

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury New York 11590 (the "Department"), and (ii) Nelson & Pope Engineers & Surveyors located at 572 Walt Whitman Road, Melville, NY, 11747-2188 (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H61001-01C between the County and the Firm, executed on behalf of the County on December 9, 2014, (the "Agreement"),

WHEREAS, the maximum amount of the Original Agreement was seven hundred fifty thousand dollars ("Maximum Amount");

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

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

1. Amended Maximum. The Maximum Amount is amended by three hundred thousand dollars, (\$300,000.00) to a agreement maximum of one million, fifty thousand dollars (\$1,050,000) ("Amended Maximum Amount").
3. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Nelson & Pope Engineers & Surveyors

By: 

Name: Robert G. Nelson Jr. PE

Title: PARTNER

Date: 9-12-2016

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

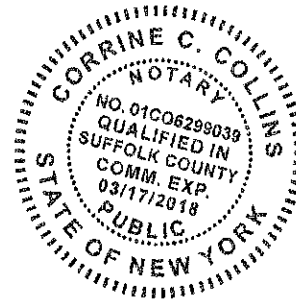
COUNTY OF ~~NASSAU~~)

Suffolk *Doc*.

On the 12 day of September in the year 2016 before me personally came ROBERT G. NELSON JR PE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the PARTNER of NELSON & POE, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Corrine C. Collins



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX "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:

Robert G. Nelson, Jr. PE (Name)

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

(631) 427-5665 (Telephone Number)

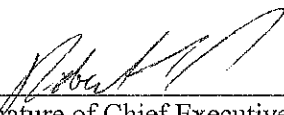
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a 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.

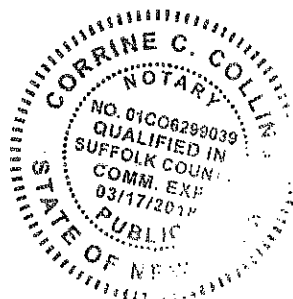
9-18-2016
Dated


Signature of Chief Executive Officer

Robert G. Nelson, Jr. PE
Name of Chief Executive Officer

Sworn to before me this

12 day of Sept, 2016.

Notary Public



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 Number 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 Contract. 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/WBE's") as defined in Section 101 of Local Law Number 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 to 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 (10) working days 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 along 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/WBE's.
- (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 Number 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 Number 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law Number 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 (30) days 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 recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten (10) days of receipt of the arbitrator's 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 of 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 Provisions (a), (b), and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by Provisions (a), (b), and (c) shall so be 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 the 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 the 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 (\$25,000.00), 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 the 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 the 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 the 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 is 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 (i) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (ii) 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 the 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, the County pursuant to a County contract, 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.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Shila Shah-Gavvoudias, Commissioner

FROM: Rakhal Maitra, Deputy Commissioner

DATE: November 2, 2016

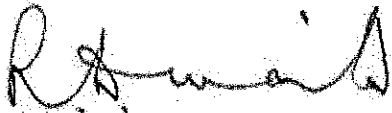
SUBJECT: On-Call Civil Engineering /Site Development Design Support Services
Capital project 63400, Senior Civil Engineer Support Staff
Agreement H61001-01C Mission 1

These services are required to insure the County has sufficient staff to review and process for bidding Design and Construction documents required by Nassau County constituents. These reviews insure design projects advance to construction in a timely fashion. The request is for a continuation of Senior Civil Engineering Design Support services to supply a senior civil engineer in support of the Civil Engineering /Site Development Design Unit. The unit has approximately twenty (20) active design projects. Most of these projects are community requested and based. In addition there are road resurfacing and a bridge improvement projects that are slated to receive Federal Reimbursement of construction costs. These Federally Reimbursed projects have very stringent deadlines for the submittal plans and other documents. If these submittal deadlines are not met the federal funds could be lost. In order to insure these projects advance to construction in accordance with the federal and state approvals an increase in the engineering staffing is needed. This encumbrance will provide an increase in staffing for approximately twelve (12) months which will enable the County to meet the federal aid deadlines and insure the County receives the federal funds.

We are requesting authorization to use the Department's Agreement Number H61001-01C with Nelson & Pope to supply the engineering services required for completion of the above referenced projects work. This service will not be used to review any work performed by Nelson & Pope.

The cost of this engineering service is \$50,000.00. This amount will be encumbered from the Nassau County Capital Project Number 63400, any remaining funds will be disencumbered at the end of the project.

If you approve of this project, please sign below and we will proceed accordingly.

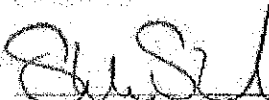


Rakhal Maitra
Deputy Commissioner

RM:las

c: Kenneth G. Arnold, Assistant to Commissioner
Donna Boyle, Civil Engineer III

APPROVED:


Shila Shah-Gavvoudias
Commissioner

11/1/16
Date

DISAPPROVED:

Shila Shah-Gavvoudias
Commissioner

Date



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: August 5, 2016

SUBJECT: On-Call Civil Engineering /Site Development Design Support Services
Capital project 61587, Work Order Resurfacing Pavement Marking Plans,
Agreements H61001-01C, H61001-03C, H61001-05C, H61001-06C

A mission statement was issued to the seven (7) firms with a Civil Site On-Call agreement. This mission was to support the Traffic Engineering Unit in the development of Pavement Marking Plans for seven (7) Work Orders being issued to Carlo Lizza and Sons Paving, Inc. The roads are Ocean Avenue, Covert Avenue, Shelter Rock Road, Selfridge Avenue, Broadway, Carman Avenue, and Westbury Avenue. In order to meet the requested timeline to prepare and issue these plans an increase in the engineering staffing is needed. Ocean Avenue, Covert Avenue, Shelter Rock Road, and Selfridge Avenue received five (5) responses. Broadway and Carman Avenue received four (4) responses. Westbury Avenue received six (6) responses. The attached spreadsheet outlines who responded for each road and which roads each firm was selected to prepare the Pavement Marking Plans for. Each set of Pavement Marking Plans submitted will then need reviewed by a County staff member or representative. An alternative firm was selected to review the Pavement Marking plans just in case County staff is not available at the time of their submission in order not to delay the work orders.

The resurfacing program's goal is to rehabilitate existing roads in order to extend their service life. This maintains capacity while not increasing paved surfaces. New pavement markings are installed after the road is resurfaced. Resurfacing provides the motorist with a smooth road surface, and a clearly defined traveled way, which decreases accidents and driver frustrations.

The received responses were reviewed by Deputy Commissioner, Rakhal Maitra, P.E.; Civil Engineer III, Donna Boyle, P.E. and Title, Richard Iadevaio. Due to the consolidated design schedule the review committee determined it would be unlikely that a single firm would be able to meet the proposed timeline. A decision was made to award the work to multiple firms. The above referenced spreadsheet details and which roads each firm was selected to prepare the Pavement Marking Plans for.

We are requesting authorization to use the Civil/Site On-Call Agreements to supply the Traffic Engineering Unit services required for completion of the above referenced project work. The cost of these engineering services is listed below and will be encumbered as a lump sum for this work, as outlined in the table. These amounts will be encumbered from the Resurfacing Various County Roads, Capital Project Number 61587, any remaining funds will be disencumbered at the end of the projects.



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

August 5, 2016

Page 2

SUBJECT: On-Call Civil Engineering /Site Development Design Support Services
Capital project 61587, Work Order Resurfacing Pavement Marking Plans,
Agreements H61001-01C, H61001-03C, H61001-05C, H61001-06C

Design Task

Road	Limits	Firm	Agreement	Cost
Ocean Avenue	50' +/- south of Sunrise Highway to the LIRR	LiRo	H61001-05C	\$ 7,000.00
Covert Avenue	LIRR, Steward Manor Line, to Monroe Street	Nelson & Pope	H61001-01C	\$ 11,500.00
Shelter Rock Road	Northern State Parkway Bridge to Wimbledon Drive	Lockwood Kessler & Bartlett, Inc.	H61001-03C	\$ 5,000.00
Selfridge Avenue	Stewart Avenue to south water line of Ellington Avenue	Lockwood Kessler & Bartlett, Inc.	H61001-03C	\$ 4,000.00
Broadway	Route 878 to western curb of Harris Street (NYC line)	LiRo	H61001-05C	\$ 7,000.00
Carman Avenue	Old Country Road to Cypress Lane	LiRo	H61001-05C	\$ 7,000.00
Westbury Avenue	Glen Cove Road to Roslyn Road	Nelson & Pope	H61001-01C	\$ 6,800.00

Office of the County Executive

Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

August 12, 2016

Page 3

SUBJECT: On-Call Civil Engineering /Site Development Design Support Services
Capital Project No. 61587, Work Order Resurfacing Pavement Marking Plans,
Agreement Nos. H61001-01C, H61001-03C, H61001-05C, H61001-06C

Review Task

Road	Limits	Firm	Agreement	Cost
Ocean Avenue	50' +/- south of Sunrise Highway to the LIRR	Nelson & Pope	H61001-01C	\$ 1,000.00
Covert Avenue	LIRR, Steward Manor Line, to Monroe Street	LiRo	H61001-05C	\$ 2,750.00
Shelter Rock Road	Northern State Parkway Bridge to Wimbledon Drive	LiRo	H61001-05C	\$ 1,500.00
Selfridge Avenue	Stewart Avenue to south water line of Ellington Avenue	LiRo	H61001-05C	\$ 1,500.00
Broadway	Route 878 to western curb of Harris Street (NYC line)	Nelson & Pope	H61001-01C	\$ 1,500.00
Carman Avenue	Old Country Road to Cypress Lane	Nelson & Pope	H61001-01C	\$ 1,000.00
Westbury Avenue	Glen Cove Road to Roslyn Road	Gibbons Esposito & Boyce	H61001-06C	\$ 1,215.00

If you approve of this approach, please sign below and we will proceed accordingly.


Richard P. Millet
Chief Deputy Commissioner

RPM:RM:KGA:ac

Attachment

c: Shila Shah-Gavnaudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Rakhal Maitra, Deputy Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Donna Boyle, Civil Engineer III

APPROVED:

DISAPPROVED:


Richard R. Walker
Chief Deputy County Executive

8/11/16
Date

Richard R. Walker
Chief Deputy County Executive

[illegible]

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Technically best than any other

Each team was selected for a road, after selection the team was eliminated from consideration.

SYSTEMS ENGINEERING

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tion performing review May not be firm Performing Design

Design Form

Firm	Additional cost due to not selecting lowest of top 3 firms				Additional cost due to not selecting lowest of top 3 firms			
	LKB	Bowne	LtRo	N&P	G&B	H&S	Additional cost due to not selecting lowest of top 3 firms	Additional cost due to not selecting lowest of top 3 firms
Ocean Ave	N/A	N/A	\$ 1,500.00	\$ 1,000.00	\$ 1,932.50	\$ 3,600.00	Lowest selected	Highest and not Design
	\$ 33,000.00	N/A	\$ 2,750.00	\$ 2,900.00	\$ 10,977.50	\$ 2,400.00	Lowest selected	Lowest and not Design
Cover Ave	\$ 8,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 4,388.00	\$ 1,200.00	\$ 500.00	Technically ranked number 1, firm not selected for this task due to costs N&P selected for 3 reviews, Ocean Ave, Broadway, Carman Ave
	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 5,925.00	\$ 1,200.00	\$ 500.00	LtRo selected for 3 reviews, Cover Ave, Shelter Rock Road, Selfridge Ave
Shelter Rock Road	N/A	N/A	\$ 2,500.00	\$ 1,500.00	\$ 5,167.50	\$ 1,200.00	Lowest selected	G&B selected for 1 review, Westbury Ave
	N/A	N/A	\$ 1,500.00	\$ 1,000.00	\$ 5,245.00	\$ 1,200.00	Lowest selected	
Selfridge Ave	\$ 21,000.00	N/A	\$ 2,750.00	\$ 1,000.00	\$ 1,225.00	\$ 3,600.00	4th firm selected lowest cost	
Broadway								
Carman Ave								
Westbury Ave								

patients as extra journal costs as selected

\$ 1,000.00

Realized savings on project \$5,700.00

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: September 16, 2016

SUBJECT: Recommendation to Amend Consultant Services Agreement (Nelson & Pope)
On-call Civil Engineering and Site Development Design and Support Services
Agreement Number H61001-01C

The County has exceed the approved cap on the above agreement. The County will need to utilize this agreement for its remaining service life in order to continue to use this agreement the Department is requesting approval to increase the Agreements not to exceed cost by 300,000.00.

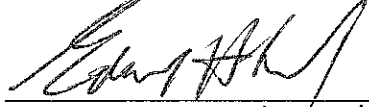
It is recommended the County modify the existing agreement by executing this amendment.


Shila Shah-Gavnoudias
Commissioner

SSG:RM:ac

c: Rakhal Maitra, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner
Donna Boyle, Civil Engineer III

APPROVED:

 9/16/2016
Richard R. Walker *Edwinal Boyd* Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2016

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

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: Alyson Lavery PHONE (A/C, No, Ext): 516-869-8788 E-MAIL: ADDRESS:		FAX (A/C, No): 1-516-706-2973
INSURED NPENGIN N & P, Engineers & Land Surveyor, PLLC 572 Walt Whitman Road Melville, NY 11747		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Trumbull Insurance Company		
		INSURER B: Berkley Insurance Company		
		INSURER C: Continental Insurance		35289
		INSURER D: Travelers Indemnity Company		25658
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 186969216

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Indep Contractor GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6020187116	8/14/2016	8/14/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/PROP AGG	\$2,000,000
							EMP BEN.	\$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			12UENBJ3980	8/14/2016	8/14/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		ZUP81M3928116NF	8/14/2016	8/14/2017	EACH OCCURRENCE	\$8,000,000
							AGGREGATE	\$8,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
	Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	PROFESSIONAL LIABILITY			AEC900767502	3/8/2016	3/8/2017	\$2,000,000 \$4,000,000	PER CLAIM AGGREGATE

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

THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED UNDER GENERAL LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

NASSAU COUNTY DPW
1194 PROSPECT AVENUE
WESTBURY NY 11590-2723

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

AUTHORIZED REPRESENTATIVE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Robert Nelson, Jr. Partner
Name and Title of Authorized Representative

9/12/16
m/d/yy

Signature

9/12/2016

Date

N^oP Engineers' Land Survey P.C. (d/b/a Nelson's Pape)
Name of Organization

572 W 4th Whitman Rd, Melville, NY 11747
Address of Organization

Instructions for Certification

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

Contract ID#: H61001-01C

CFPW1400005.7
Department: Public Works**CF (Capital)****E-257-14F****Contract Details**NIFS ID #: CFPW 1400005.7 NIFS Entry Date: 10/29/14 Term: from Execution to 2 years

SERVICE: Design Agreement

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Nelson and Pope	Vendor ID# 11-3551992
Address 572 Walt Whitman Road, Melville, NY, 11747	Contact Person Joseph Epifania, P.E. Phone (631)-427-5665

County Department
Department Contact Donna Boyle
Address 1194 Prospect Avenue, Westbury, NY 11590 Phone 571-6817

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	10/29/14	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	10/29/14	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	10/30/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
10/29/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	11/12/14	[Signature]	
11/12/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/12/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fwd'd Original Contract to CA <input type="checkbox"/>	11/18/14	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	11/24/2014	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>		[Signature]	80 11/25/14
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	11/18/14	[Signature]	

Contract Summary

Description:	"On-Call" Civil Engineering and Site Development Design and Support Services Agreement
Purpose:	This project work exceeds the current staffing levels of in house personnel. This work requires increases in manpower commitment, and specific technical expertise. Given our present workload and our limited capacity to provide the engineering services required, we recommend that "on-call" consulting engineering firms be retained to perform the necessary civil engineering and site development design and support services.
Method of Procurement:	DPW followed standard Nassau County procedures for retaining professional engineering services.
Procurement History:	The Department followed Nassau County procurement procedure. Responses were evaluated by a team of Professional Engineers and a recommendation was forwarded and approved.
Description of General Provisions:	The County obtained qualifications from engineering firms to provide "on-call" Civil Engineering and Site Development design services consisting of surveying, engineering analysis, AutoCAD drafting, design and estimate of quantities for the development of engineering plans.
Impact on Funding / Price Analysis:	Project funding will be from appropriate Capital Project. Selected firm was one of seven who were determined to be the best value for the County.
Change in Contract from Prior Procurement:	Not Applicable
Recommendation: (approve as submitted)	Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	63
Resp:	400
Object:	00002
Transaction:	CF

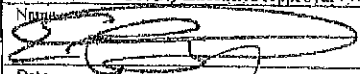
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$ 0.01
Other	\$
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/63400/00002	\$ 0.01
2		\$
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Donna Boyle

Date: 22-October-14

NIFS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		 Date: Nov. 18, 2014 (For Office Use Only)	
Name		Name			
Date	11/11/14	Date	11/11/14		

E #:

E-257-14

RULES RESOLUTION NO 284 2014

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

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 12-7-14

VOTING:

ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with Nelson and Pope Engineers, and Surveyors, PLLC to provide "On-
Call" Civil Engineering and Site Development services, a copy of which is
on file with the Clerk of the Legislature; now, therefore, be it

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

RULES RESOLUTION NO. – 2014

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

WHEREAS, the County has negotiated a personal services agreement with Nelson and Pope Engineers, and Surveyors, PLLC to provide “On-Call” Civil Engineering and Site Development services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: October 31, 2014

SUBJECT: Recommendation to Engage Consultant Services
"On-Call" Civil Engineering and Site Development Design and Support
Services-Agreement Number H61001-0XC

The County obtained qualifications from engineering firms to provide "On-call" Civil Engineering and Site Development design services consisting of surveying, engineering analysis, AutoCAD drafting, design, estimate of quantities for the development of engineering plans and supplying staff members.

This project work exceeds the current staffing levels of in-house personnel. This work requires increases in manpower commitment, and specific technical expertise. Given our present workload and our limited capacity due to staffing reductions to provide the engineering services required, we recommend that "on-call" consulting engineering firms be retained to perform the necessary civil engineering and site development design and support services.

In accordance with County Executive Order Number 1-1993 and the Board of Supervisor's Resolution 928-1993, we have evaluated proposals from nineteen (19) engineering firms who submitted qualifications to be chosen for this work. A team of five (5) – Richard P. Millet, Chief Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Kenneth G. Arnold, P.E., Assistant to Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner, and Donna Boyle, P.E. Civil Engineer III, conducted the consultant evaluations. At the completion of the review, the following technical ranking was established:

<u>FIRM NAME</u>	<u>TECH. RANK</u>	<u>TECH. SCORE</u>
GPI	1	89.20
N&P	1	89.20
LKB	3	87.80
HAKS	4	86.20
GEB	5	85.80
Bowne	6	85.60
LiRo	7	83.20
deBruin Eng.	8	81.00
Cameron	9	78.60
H2M	10	78.40
D&B	11	77.40
Cashin	12	77.20
RBA	13	74.00
LKMA	14	73.60
Gayron deBruin	15	73.40



Richard R. Walker, Chief Deputy County Executive
October 31, 2014

Page two

Re: Recommendation to Engage Consultant Services
"On-Call" Civil Engineering and Site Development Design and Support
Services-Agreement Number H61001-0XC

<u>FIRM NAME</u>	<u>TECH. RANK</u>	<u>TECH. SCORE</u>
Hirani	16	73.20
Grillo	17	71.60
Scheider	18	65.20
Sokolowski & Sartor	19	62.80

Based on score and previous On-Call responses, the Department is recommending that the top seven (7) firms (GPI, N&P, LKB, HAKS, GEB, Bowne, LiRo) be offered an On-Call Agreement. A technical rating of this amount by the rating committee insures the firm has the staff, skill, and expertise, as well as, demonstrates the required technical experience, familiarity, and understanding that is needed to successfully design these projects. The total cost of above agreements is not anticipated to exceed \$5,250,000.00. This action is considered the best value for the County, as well as fair and reasonable for the professional services to be rendered. Funding for said services will be provided under the appropriate Capital Project Number.

Since the proposed agreements are expected to exceed twelve (12) months in duration and cost \$750,000.00 each, the Department will begin processing of the firm's on-call agreements. In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.


Richard P. Millet
Chief Deputy Commissioner

RPM:RM:|a|

c: Shila Shah-Gavnaudias, Commissioner
Rakhal Maitra, Deputy Commissioner
Donna Boyle, Civil Engineer III

APPROVED:

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

Richard R. Walker
Chief Deputy County Executive

Date

REQUEST TO INITIATE

RTI Number 14-0305

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

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

Project Title: Civil Engineering and Site Development n-Call AgreementsDepartment: Public Works Project Manager: Donna BoyleDate: 23-Oct-14Service Requested: Processing of 7 on Call Agreements, Firms N&P; GPI; LKB; Haks; GEB; Bowne; LiRoJustification: No Nassau County staff

Requested by: _____ Department/Agency/Office _____

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) Plan/Design \$ 0.07
Circle appropriate phaseTotal Project Cost: \$ 7,500,000
Includes, design, construction and CMDate Start Work: ASAP
Phase being requestedDuration: 2 years
Phase being requestedCapital Funding Approval: YES ☒ NO ☐VARIOUS
SIGNATURE10/14/14
DATEFunding Allocation (Capital Project): 63400
See Attached Sheet if multiyear ☐NIFS Entered: _____
SIGNATURE DATEAIM Entered: _____
SIGNATURE DATEFunding Code: _____
use this on all encumbrancesTimesheet Code: _____
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or Environmental Assessment Form Required ☐617.5 18,2 Supplemental Environmental Documentation _____Department Head Approval: YES ☒ NO ☐[Signature]
SIGNATUREDCE/Ops Approval: YES ☐ NO ☐[Signature]
SIGNATURE

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

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

DCE/Ops Approval: YES NO Signature _____



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Nelson and Pope

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

FEDERAL TAX ID #: 11-3551992

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 _____, Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, , mailing, etc.]. Proposals were due on _____ proposals were received and evaluated. The evaluation committee consisted of _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest technical-ranking proposer was selected.

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

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

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

___A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

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

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

___A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

___B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

___C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

VI. ___ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For

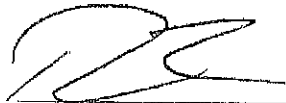
any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

VII. X 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.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

 a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

10/29/14
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.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: October 29, 2014

SUBJECT: CSEA Notification of a Proposed DPW Contract/Agreement
Agreement Numbers: H61001-01C; H61001-02C; H61001-03C; H61001-04C
H61001-05C; H61001-06C; and H61001-07C

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend seven (7) each Civil Engineering and Site Development On-Call agreements because:

This project work exceeds the current staffing levels of in-house personnel. Given our present workload and our limited capacity to provide the engineering services required.

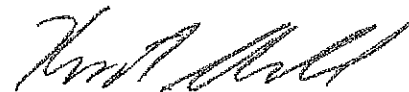
2. The work involves the following:

The development of design plans, construction estimates and special specifications for roads, bridges, drainage facilities, or various other county infrastructures. These services will also include providing Civil Engineers, Landscape Architectures, AutoCAD Draftsmen, Horticultural Inspectors and Engineering Aides to support the Department's Civil Engineering and Site Development staff.

3. An estimate of the cost is: \$7,500,000.00

4. An estimate of the duration is: Two (2) years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days, to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:WSN:lal

c: Christopher Fusco, Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Rakhal Maitra, Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Donna Boyle, Civil Engineer III



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

1. Name of Firm: Nelson & Pope
Address: 572 Walt Whitman Road
City and State: Melville, New York Zip Code 11747
2. Firm's Vendor Identification Number: [REDACTED]
3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☒ Ltd Liability Company ☐ Closely Held Corp. ☐ Other (specify) _____
4. List names and address 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 sheet (s) if necessary)
Please See Attached Sheet
5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
Please See Attached Sheet
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
Nelson, Pope & Voorhis, LLC (N&P Majority Owner) 572 Walt Whitman Road Associates (N&P Partners are Individual Owners)
HWJ Engineering & Surveying, PLLC (N&P Majority Owner)
East Coast Geoservices (N&P Minority Owner, through ownership of NPV)
Vornel Management (N&P Majority Owner)
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 10-27-2014

Signed: [Signature]

Print Name: Robert C Nelson Jr PE

Title: Partner

N&P ENGINEERS & LAND SURVEYOR, PLLC
d/b/a NELSON & POPE, ENGINEERS & SURVEYORS (N&P)

JOSEPH EPIFANIA
[REDACTED]
[REDACTED]

GARY BECKER
[REDACTED]
[REDACTED]

ROBERT NELSON, JR.
[REDACTED]
[REDACTED]

GREGORY PETERMAN
[REDACTED]
[REDACTED]

THOMAS LEMBO
[REDACTED]
[REDACTED]

THOMAS DIXON
[REDACTED]
[REDACTED]

ERIC MCFERRAN
[REDACTED]
[REDACTED]

NELSON, POPE & VOORHIS, LLC (NPV)

CHARLES J. VOORHIS, CEP, AICP
[REDACTED]
[REDACTED]

KATHRYN J. EISEMAN, AICP
[REDACTED]
[REDACTED]

STEVEN MCGINN
[REDACTED]
[REDACTED]

CARRIE O'FARRELL
[REDACTED]
[REDACTED]

PARTNERS OF N&P Engineering & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
(All partners of Nelson & Pope own a portion of NPV)

Note: Refer to attached sheet for ownership percentages.

HWJ ENGINEERING & SURVEYING, PLLC (HWJ)

MATTHEW CRANE
[REDACTED]
[REDACTED]

PARTNERS OF N&P Engineering & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
(All partners of Nelson & Pope own a portion of HWJ)

Note: Refer to attached sheet for ownership percentages.

N&P CONSTRUCTION LAYOUT

PARTNERS OF N&P Engineering & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
(All partners of Nelson & Pope own a portion of N&P Construction Layout)

Note: Refer to attached sheet for ownership percentages.

EAST COAST GEOSCIENCE, LLC (ECG)

CHARLES J. VOORHIS, CEP, AICP
[REDACTED]

KATHRYN J. EISEMAN, AICP
[REDACTED]

STEVEN MCGINN
[REDACTED]

CARRIE O'FARRELL
[REDACTED]

PARTNERS OF N&P Engineering & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
(All partners of Nelson & Pope own a portion of ECG)

Note: Refer to attached sheet for ownership percentages.

572 WALT WHITMAN ROAD ASSOCIATES, LLC (572)

PARTNERS OF N&P Engineering & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
(All partners of Nelson & Pope own a portion of 572)

CHARLES J. VOORHIS, CEP, AICP
[REDACTED]

Note: Refer to attached sheet for ownership percentages.

VORNEL MANAGEMENT

PARTNERS OF N&P Engineering & Land Surveyor, PLLC
d/b/a Nelson & Pope, Engineers & Surveyors
(All partners of Nelson & Pope own a portion of Vornel)

CHARLES J. VOORHIS, CEP, AICP
[REDACTED]

Note: Refer to attached sheet for ownership percentages.

N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope	Nelson Pope & Voecks, LLC	N&P Construction Layout	572 Walt Whitman Road Associates LLC	Vorod Memberships	HWS Engineering & Surveying PLLC d/b/a Hawkins Webb Page	East Coast Geosystems LLC	Halse-Nelson & Pope JV	N&P-GJ8
---	------------------------------	----------------------------	---	----------------------	---	------------------------------	---------------------------	---------

Firm Name	Address	City	State	Zip	Phone	Fax	E-mail	Website	Year Began	Number of Firms	Percentage of Total
N & P Engineers & Land Surveyor, PLLC	4816 Nelson & Pope								1990	1	100.0000%
Nelson Pope & Voorn's, LLC									1990	1	100.0000%
N&P Construction Layout									1990	1	100.0000%
572 Walt Whitman Road Associates, LLC									1990	1	100.0000%
Vorod Measurement Systems									1990	1	100.0000%
Hall-Hawkins North Ridge									1990	1	100.0000%
East Coast Geosystems LLC									1990	1	100.0000%
Hals-Nelson & Pope JV									1990	1	100.0000%
N&P-GIS									1990	1	100.0000%

- Provides engineering & surveying to Nelson, Pope & Voornits and Hawkins Webb & Jaeger and general public
- Provides environmental consulting services to Nelson & Pope and Hawkins Webb & Jaeger 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 services to Nelson & Pope and Nelson Pope & Voornits and general public
- Provides drilling/soil sampling services to Nelson and Pope, Nelson Pope & Voornits, Hawkins Webb Jaeger and general public
- Environmental Consulting on Call services for Nassau County, NY
- Provides Topographic Surveying services to New York City Department of Design and Construction

5711 & 5713 (Engineering & Surveying Services)
541330 (Engineering Services)

Appendix "L"

Certificate of Compliance

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

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

Robert G. Nelson, Jr., PE, Partner

(Name)

572 Walt Whitman Road, Melville, NY 11747

(Address)

(831) 427-6665

(Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state, and local laws.

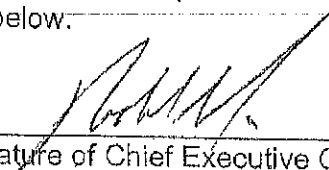
3. In the past five years, Proposer/Bidder _____ has ^X _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder,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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

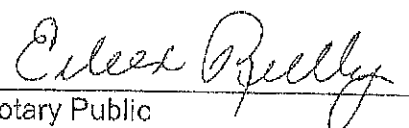
10-27-2014
Dated


Signature of Chief Executive Officer

Robert A. Nelson Jr. PE
Name of Chief Executive Officer

Sworn to before me this

27th day of October, 2014.


Notary Public

EILEEN REILLY
Notary Public, State of New York
No. 4735737
Qualified in Suffolk County
Commission Expires 5/31/15

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and Nelson & Pope Engineers & Surveyors having its principal office at 572 Walt Whitman Road, Melville, NY, 11747-2188, (the "Firm").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate 24 months from the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of **the development of design plans, construction estimates and special specifications for roads, bridges, drainage facilities, or various other county infrastructures**. These services could also include providing **Civil Engineers, Landscape Architectures, AutoCAD Draftsmen, Horticultural Inspectors and Engineering Aides** to support the departments **Civil Engineering and Site Development** staff. The specific work divisions and deliverables related to this project are to be considered "on-Call" in nature and will be more particularly described in the "Detailed Scope of Services," provided with each solicitation for work under this agreement. Each request for work will hereby be made a part under Exhibit "A".

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

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

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

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, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Appendix "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Seven Hundred Fifty Thousand dollars and no cents. (750,000.00)

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no

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

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

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

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

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

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

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

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the

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

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

7. Compliance with Law.

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

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

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

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

(iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

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

10. Insurance.

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

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

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

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

12. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred and thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

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

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

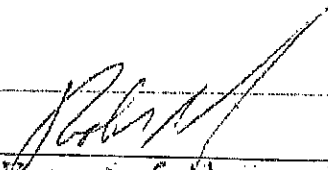
22. Executory Clause. Notwithstanding any other provision of this Agreement:

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

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

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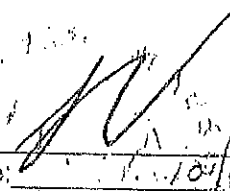
IN WITNESS WHEREOF, the Firm and the County have executed this Agreement
as of the date first above written.

By: 
Name: ROBERT G. NELMS JR. PE


Title: PARTNER

Date: 10-27-2014

NASSAU COUNTY

By: 
Name: 10/9/14

Title: Richard R. Walker
Chief Deputy County Executive

 Deputy County Executive

Date: 12/9/14

PLEASE EXECUTE IN BLUE INK

[Note to Departments: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

(STATE OF NEW YORK)

ss.:

(COUNTY OF ~~NASSAU~~)
SUFFOLK

On the 27th day of October in the year 2014 before me personally came Robert Q. Nelson Jr. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he or she is the Partner of Nelson & Pease Engineers & Surveyors 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.

Eileen Reilly
NOTARY PUBLIC

EILEEN REILLY
Notary Public, State of New York
No. 4735737
Qualified in Suffolk County
Commission Expires 5/31/15

(STATE OF NEW YORK)

ss.:

(COUNTY OF NASSAU)

On the 9 day of December in the year 2014 before me personally came Richard R. Wallace 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE3259026
Qualified in Nassau County
Commission Expires April 02, 2016

EXHIBIT A
Division I

Introduction:

Basic Services of the "On-Call" Civil Engineering and Site Development Firm

These services may involve providing analysis, AutoCAD drafting, design and cost estimating on an as needed basis for various Civil Engineering and Site Development projects. The scope of services required for a particular project will be identified, described in writing and distributed to the successful firms for consideration. Each firm will submit a letter proposal for review/evaluation by the Department. The letter proposal shall include proposed staffing resumes. The selected firm shall abide by all aspects of the response provided to the letter proposal. After review of the letter proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence work.

The following is a list of tasks the Firm may be requested to perform in a "scope of services". Any or all of these tasks may be required in the projects "scope of services".

Division II

Design Services

SCOPE OF SERVICES

A. Overview

Upon direction, and subject to the written direction, control and supervision of the Nassau County Commissioner of Public Works (hereinafter referred to as the "Commissioner"), and appropriation of funds and encumbrance thereof by the County Comptroller for the required purpose, the Firm is hereby engaged to perform the identified Scope of services, in accordance with the applicable tasks description.

B. Horizontal Control

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

C. Vertical Control

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

County for review, when completed.

D. Base Map

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

E. Detail Map

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

F. Right-of-Way Maps

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

G. Design Plans

The firm shall develop an alignment on the Base and Coordinated Detail Map to approximately duplicate the existing geometry of the project site or expected hydrological conditions. Typically the road cross section shall be as existing. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to a 10 (ten) year frequency storm. Based upon the above criteria, the Firm shall:

1. Prepare preliminary graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically. Changes to these scales require prior County approval. The graphic layout plans shall be in the current County standard with the vertical profile on the upper ½ of the drawing and the horizontal alignment on the lower ½.

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

2. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
3. Submit the preliminary plans for approval by the Commissioner.
4. Based upon a visual inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution.

H. Soils Investigations and Reports

1. If necessary, and upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the approval of the successful bidder by the Commissioner.
2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendation.
3. This will be considered extra work, and reimbursement for this work shall be in accordance with Exhibit B, Item VI, Part D, Reimbursement and Fees for Special Consultant Services and Extra Work, Task 1.

I. Coordination with Public and Private Utilities

1. Contact all public utility agencies and private utility companies known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations, and to determine the scope of any future plans being considered in the area of the work. This data shall be further supplemented with data obtained by field reconnaissance.
2. Perform the necessary liaison work associated with relocation of utilities. However, the Firm shall not be required to design such relocation work, except where such installations are owned by municipalities or special districts. In the latter cases, the relocation shall be considered part of the design and the cost thereof shall be included in the Firm's estimate of construction cost. In either case, the Firm will be required to show on contract drawings existing, proposed, and/or relocated utilities.

J. Final Detailed Drawings and Specifications

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

1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works, which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.
2. Prepare drawings, which shall include all plans, profiles, typical sections, structural details and detailed designs necessary to construct the project, and showing existing grades and proposed profile grades at least at every 50-foot station. Plans shall be prepared with the profile on the top half of the sheet and the plan view on the bottom half, and shall include all information for the particular station interval shown on the plan. Separate sheets for drainage, utility or contours will not be acceptable unless otherwise approved. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information gathered under Task H- Soils Investigations and Reports, shall be incorporated into the Design Plans.
3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.
4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.
5. Prepare a final estimate of construction costs based on current prices for neat quantities.
6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.
7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

K. Load Rating Analysis after Construction of Preferred Alternative

When requested in writing by the Commissioner, the Firm shall provide a "Level One" load rating in the current required NYSDOT standard format.

L. Preparation of Documentation

When requested in writing by the Commissioner, the Firm shall prepare the documents needed for the project to qualify for Transportation Act funding.

1. Documents required for "transportation act funding. (examples are Design Report, and Construction Management Plan).

2 Conversion of design documents from 2009 Standard Specifications and Detail sheets for Civil Engineering and Site Development Construction to New York State Standard Specifications.

EXHIBIT B

Progress Payments for Design Services

- (1) During the progress of the preliminary plans as per Exhibit A, Division II, Task G, the Firm shall be paid at a rate of Two point Five zero (2.50) times the direct salaries, in monthly installments up to 40% of the base design fee for the Design Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.
 - (2) During the progress of the design for a construction contract as per Exhibit A, Division II, Task G, the Firm shall be paid at a rate of Two point Five zero (2.50) times the direct salaries, in monthly installments up to an accumulated total of 80% of the base design fee as determined by the percentage of work completed shown by the monthly progress reports and approved by the Commissioner. When the design for a construction contract is submitted to the Commissioner for approval, the Firm shall be paid any additional sum necessary to bring the payments up to 80% of the base design fee as outlined above.
 - (3) When the design for a construction contract has been fully completed and all necessary work has been accepted by the Commissioner, the Firm shall be paid an additional sum equal to 5% of the said base design fee based on the Engineers Estimate at that time.
 - (5) Upon completion of all construction contract work based on the Plans prepared by the Firm and the work accepted by the County, an additional sum to bring the final payment up to 100% of the base design fee.
 - (6) If an award of contract is not made within two (2) years after the plans and contract documents have been completed and accepted in writing by the Commissioner, the Firm shall be deemed to have earned full payment for the design services in accordance with the terms of this Agreement. Acceptance of final payment under this clause shall preclude the Firm from further payment.
- K. Payment for the Level One Load Rating Analysis as described in Exhibit A, the Firm shall be paid on the basis of Two point Five zero (2.50) times the actual salary of the technical personnel engaged in the work.
- L. A Payment for the preparation of various documents as described in Exhibit A, the Firm shall be paid on the basis of Two point Five zero (2.50) times the actual salary of the technical personnel engaged in the work.
- L. B Payment for the conversion of contract documents as described in Exhibit A, the Firm shall be paid on the basis of Two point Five zero (2.50) times the actual salary of the technical personnel engaged in the work.

In addition, the Firm shall be reimbursed for prior approved, out-of-pocket expenses.

Item IV, Part D. REIMBURSEMENT AND FEES FOR SPECIAL CONSULTANT SERVICES AND EXTRA WORK

1. For its services described in Exhibit A, Division II, Task H- Soils Investigations and Reports, the Firm shall be paid for at the rate of Two point Five zero (2.50) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work.
2. The following services (a through f), upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, shall be paid for at the rate of Two point Five

zero (2.50) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work. In addition, the Firm shall be reimbursed for prior approved, out-of-pocket expenses incurred.

a. For the time expended by technical personnel engaged in the preparation and solicitation of proposals and the administration and supervision of the work of such sub-consultants.

b. Additional control survey work required specifically for the preparation of aerial photography exclusive of the work described in Exhibit A Division II, - DESIGN SURVEYS.

c. The inclusions of traffic electrical control systems, if required in the contract documents, as outlined in Exhibit "A" - Task I Co-ordination with Public and Private Utilities.

d. For extra drafting or other design expense due to substantial changes ordered by the County, due to no fault of the Firm.

e. For additional work not specifically defined herein but which may be required, and has been authorized in writing by the Commissioner.

f. For such additional work as directed by the Commissioner including additional studies, State Environmental Quality Review Act report, and other environmental or water quality studies, etc.

Item IV Part E. SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

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

Item IV Part F. OUT-OF-POCKET EXPENSES

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

1. Transportation and living expenses for approved and required travel beyond a 50-mile radius of the job site with prior written approval of the Commissioner, and at rates established by the County for its own employees.

2. Additional models, renderings, and/or photographs than those requested herein.

3. Reproductions of drawings in excess of 15 copies per each.

G. PAYMENTS TO THE FIRM

I When Services Provided Are Compensated "On The Basis Of Salary Multiplier"

a. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. The Firm will submit Personnel List setting forth names, classifications, and hourly rates, at the time the proposal is presented. The prior written approval of the Commissioner is required. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

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

b. The Firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The written prior approval of the Commissioner is required. If the Firm hires new employees to work on this project, such employees' names, their titles and proposed salaries, must receive prior written approval from the Commissioner.

c. Claims for services performed shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.

II When Services Provided Are Compensated "On The Basis Of A Lump Sum"

a. Claims for services performed shall be in monthly installments up to 80% of the base design fee for the Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.

b. Upon completion of all contract work and the work accepted by the County, an additional sum to bring the final payment up to 100% of the base design fee.

EXHIBIT "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 Firm 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 Firm 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 Firm 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 Firm 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 Firm's obligations herein.
- (c) The Firm 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 Firm 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 Firm shall, in its advertisements and solicitations for Subconsultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subconsultants must be equal opportunity employers.
- (f) Firms 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) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subconsultants so that, to the greatest extent feasible, all Subconsultants will be approved prior to commencement of work. Any additions or changes to the list of Subconsultants 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 Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subconsultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Subconsultant 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 Firm 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 Firm 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 Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm 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 Firm 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 Firm 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 arbitrator's 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 Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subconsultant and shall complete all forms provided by the Executive Director or the Department Head relating to Subconsultant 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 Firms or Subconsultants 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 Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subconsultant 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 Firm, listing the procedures it has undertaken to procure Subconsultants 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 Firm" 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 Firm, 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 Subconsultant.

As used in this Appendix EE the term "County Firm" 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 Firm 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 Firm welcomed bids and quotes from M/WBE Subconsultants. 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 Firm'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 Subconsultants 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 Subconsultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subconsultants 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 Firm 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 Firm shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Firm 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 Subconsultants by the County Firm must also be included with the Best Effort Documentation.

i. County Firms 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 Firm.

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

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Subconsultants 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.