



E-48-20

**NIFS ID:CFPW20000006 Department: Public Works****Capital: X**

SERVICE: On-Call Traffic Engineering Services-T6250003DNP

Contract ID #:CFPW20000006

NIFS Entry Date: 29-JAN-20

Term: from to

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

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

<b>Vendor Info:</b>	
Name: <b>Nelson &amp; Pope Engineers and Surveyors</b>	Vendor ID#: [REDACTED]
Address: 572 Walt Whitman Rd. Melville, NY 11747	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>	
Contact Name: Harold Lutz	
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590	
Phone: 571-9453	

2020 MAR - 2 3:45  
 NASSAU COUNTY  
 CLERK OF THE COUNTY

**Routing Slip**

Department	NIFS Entry: X	30-JAN-20 -- LDIONISIO
Department	NIFS Approval: X	04-FEB-20 -- RDALLEVA
DPW	Capital Fund Approved: X	04-FEB-20 -- RDALLEVA
OMB	NIFA Approval: X	14-FEB-20 -- CNOLAN
OMB	NIFS Approval: X	04-FEB-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	04-FEB-20 -- AAMATO
County Atty.	Approval to Form: X	04-FEB-20 -- NSARANDIS
CPO	Approval: X	20-FEB-20 -- KOHAGENCE

DCEC	Approval: X	20-FEB-20 -- JCHIARA
Dep. CE	Approval: X	22-FEB-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	02-MAR-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> Provide 'On-Call' Traffic Engineering Services to DPW's Traffic Engineering Unit. The purpose of this Agreement is to make available to the Department engineering and inspection resources needed to complete specialized traffic projects and projects with specific time constraints. This includes, but is not limited to, on call work for traffic engineering, inspection, data collection, traffic signal designs, capacity analyses, design of traffic calming, etc.
<b>Method of Procurement:</b> A formal Request For Proposals (RFP) process was conducted to procure the services.
<b>Procurement History:</b> An RFP was released on June 29, 2018 and was advertised in Newsday, NYS Contract Reporter and on the County web site. In reply to the RFP we received proposals from eight (8) firms. A team of four (4) engineers, from DPW's Traffic Engineering Unit conducted the selection process and established a technical ranking based on the proposals.
<b>Description of General Provisions:</b> The selected Firms will provide traffic engineering services on an on-call basis. Specific work requests will be conveyed to each selected firm, who will then provide a scope of work to provide the services requested. A specific scope of work will be developed for each proposed item of work. A specific cost proposal will be developed for each item. The Firms will be reimbursed for direct labor costs based on approved wage rates and the agreed upon multiplier. The term of the Agreement is three (3) years. The maximum dollar ceiling is Two Million Five Hundred Thousand Dollars (\$2,500,000.00).
<b>Impact on Funding / Price Analysis:</b> Funding for this Agreement will come from various appropriate capital projects and/or the Department's operating budget. The funding source will depend on the proposed scope of services. Project 62017. Max Amount of contract is \$2,500,000. Contract currently calls for 30% MWBE utilization
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	62	Revenue		1	PWCAPCAP/62017/00003/000	\$ 0.01
Resp:	017	Contract:				\$ 0.00
Object:	00003	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 0.00			\$ 0.00
Project #:	62017	State	\$ 0.00			\$ 0.00
Detail:	000	Capital	\$ 0.01			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						

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RULES RESOLUTION NO.    – 2020

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

WHEREAS, the County has negotiated a personal services agreement with N & P Engineers & Land Surveyors, PLLC d/b/a Nelson & Pope Engineers & Surveyors in connection with On-Call engineering and related services for various engineering projects, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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



Nassau County Interim Finance Authority

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

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

**2. Dollar amount requiring NIFA approval:** \$2500000

**Amount to be encumbered:** \$.01

This is a New

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

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

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

**3. Contract Term: 3 year term**

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

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

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

N

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

N

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

Provide On-Call Traffic Engineering Services to DPW's Traffic Engineering Unit. The purpose of this Agreement is to make available to the Department engineering and inspection resources needed to complete specialized traffic projects and projects with specific time constraints.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

CNOLAN

14-FEB-20

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

Jack Schnirman  
Comptroller



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

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

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

CONTRACTOR NAME: Nelson & Pope Engineers & Surveyors

CONTRACTOR ADDRESS: 572 Walt Whitman Rd, 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 June 29, 2018 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, NYS Contract reporter [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on July 27, 2018 [date]. Eight [state #] proposals were received and evaluated. The evaluation committee consisted of: four (4) engineers from Nassau County DPW's Traffic Engineering Unit

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

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

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

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

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

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

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

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



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

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

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

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

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**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

2/15/19  
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

N&P's Accounting Department has reviewed the financial records of Nelson & Pope, as well as our affiliate companies. Based on this review, contributions were made to: Friends of Ed Mangano, Friends of James Kennedy, Friends of Laura Curran, Friends of Mackenzie, Friends of Laura Schafer, Friends of Rose Walker, Friends of Kate Murray, Maureen O'Connell for County Clerk, Citizens for Nicollelo, Martins for Nassau and Labriola for Comptroller between April 1, 2016 and the date of this disclosure.

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

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

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

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

Dated: 11/25/2019 11:22:13 AM

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

Title: Partner, Compliance Officer



## 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 the last page 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?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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.

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

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

Dated: 11/25/2019 11:23:11 AM

Vendor:

N&P Engineering, Architecture and  
Land Surveying, PLLC

Title:

Partner, Compliance Officer

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

**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: Eric J. McFerran, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: \_\_\_\_\_  
  
Business Address: 572 WALT WHITMAN ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747  
Country: \_\_\_\_\_  
Telephone: (631) 427-5665  
  
Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>01/01/2004</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

Partner of firm.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached.

2 File(s) Uploaded:

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?



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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

N&P Engineering, Architecture and Land Surveying,  
PLLC

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Eric J McFerran [EMCFERRAN@NELSONPOPE.COM]

---

Partner

Title

---

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Date

**Nelson & Pope et al. - Partners Ownership Percentages - 07/01/2019**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HMS Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-G&B
Tax ID	11-3651992	11-0353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
Epifania, Joseph	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory	12.5994%	-	12.5994%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sciara, Michael	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
Crane, Matthew	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorhis, Charles	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Marla)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayton de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis 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	Owens 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 & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Thomas C. Dixon, PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: \_\_\_\_\_  
  
Business Address: 572 WALT WHITMAN ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747  
Country: \_\_\_\_\_  
Telephone: (631) 427-5665  
  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

Partner in firm.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached.

1 File(s) Uploaded:

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

\_\_\_\_\_  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Thomas C. Dixon [TDIXON@NELSONPOPE.COM]

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Title

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\_\_\_\_\_  
Date



**Nelson & Pope et al. - Partners Ownership Percentages - 07/01/2019**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWD Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GDB
Tax ID	11-3551992	11-3357292	11-3237008	11-3332281	42-1564513	20-9466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0504678
Epifania, Joseph	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Paterman, Gregory	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sclara, Michael	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
Crane, Matthew	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
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McGinn, Steven	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Marla)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayton de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
<b>Description of Services</b>	Provides Engineering & Surveying to Nelson Pope & Voorhis 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 & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

## PRINCIPAL QUESTIONNAIRE FORM

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

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

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

Business Address: 572 WALT WHITMAN ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11731  
Country: \_\_\_\_\_  
Telephone: (631) 427-5665

Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

Partner in firm.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached.

1 File(s) Uploaded:

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

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

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

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

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

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

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

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

N&P, Engineering, Architecture & Land Surveying

Name of submitting business

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

Russell Scott [RSCOTT@NELSONPOPE.COM]

Partner

Title

10/10/2019 04:40:18 PM

Date

**Nelson & Pope et al. - Partners Ownership Percentages - 07/01/2019**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vorrel Management	H&W Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	H&W Nelson & Pope JV	N&P-G&B
Tax ID	11-5551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0504678
Epifania, Joseph	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Pateman, Gregory	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sclara, Michael	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
Crane, Matthew	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorhis, Charles	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
H&W Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
<b>Description of Services</b>	Provides Engineering & Surveying to Nelson Pope & Voorhis 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 & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Gregory D. Peterman, PLS  
Date of birth:                       
Home address:                       
City:                      State/Province/Territory:            Zip/Postal Code:             
Country:                     

Business Address: 572 WALT WHITMAN ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747  
Country:                       
Telephone: (631) 427-5665

Other present address(es):  
City:                      State/Province/Territory:            Zip/Postal Code:             
Country:                       
Telephone:                     

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

Partner in firm.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached.



1 File(s) Uploaded:

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

N&P Engineering , Architecture and Land Surveying,  
PLLC

\_\_\_\_\_  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Gregory D Peterman [GPETERMAN@NELSONPOPE.COM]

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Title

\_\_\_\_\_  
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\_\_\_\_\_  
Date

**Nelson & Pope et al. - Partners Ownership Percentages - 07/01/2019**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vorrel Management	H&W Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	H&W-Nelson & Pope JV	N&P-G&B
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-9261538)	27-4404689	46-0604678
<b>Epifania, Joseph</b>	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
<b>Nelson, Robert, Jr.</b>	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
<b>Lembo, Thomas</b>	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
<b>Peterman, Gregory</b>	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
<b>McFerran, Eric</b>	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
<b>Dixon, Thomas</b>	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
<b>Scott, Russell</b>	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
<b>Sclara, Michael</b>	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
<b>Crane, Matthew</b>	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
<b>Voorhis, Charles</b>	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
<b>McGinn, Steven</b>	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
<b>Eiseman, Kathryn</b>	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
<b>O'Farrell, Carrie</b>	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-	2.5000%	-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-	4.5000%	-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-	35.0000%	-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-	35.0000%	-	-
<b>N&amp;P, Engineers &amp; Land Surveyor, PLLC</b>	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
<b>Nelson Pope &amp; Voorhis, LLC</b>	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
<b>H&amp;W Engineers, Architects and Land Surveyors</b>	-	-	-	-	-	-	-	-	-	70.00%	-
<b>Gayton de Bruin, Land Surveying and Engineering, PC</b>	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
<b>Description of Services</b>	Provides Engineering & Surveying to Nelson Pope & Voorhis 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 & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Joseph Epifania, PE  
Date of birth:                       
Home address:                       
City:                      State/Province/Territory:            Zip/Postal Code:             
Country:                     

Business Address: 572 WALT WHITMAN ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747  
Country:                       
Telephone: (631) 427-5665

Other present address(es):  
City:                      State/Province/Territory:            Zip/Postal Code:             
Country:                       
Telephone:                     

List of other addresses and telephone numbers attached

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

President	<u>                    </u>	Treasurer	<u>                    </u>
Chairman of Board	<u>                    </u>	Shareholder	<u>                    </u>
Chief Exec. Officer	<u>                    </u>	Secretary	<u>                    </u>
Chief Financial Officer	<u>                    </u>	Partner	<u>07/01/1994</u>
Vice President	<u>                    </u>		
(Other)	<u>                    </u>		

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

YES ☒ NO ☐ If Yes, provide details.

Partner in firm.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached.

1 File(s) Uploaded:

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?



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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

N&P Engineering, Architecture and Land Surveying,  
PLLC

\_\_\_\_\_  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Joseph R Epifania [JEPIFANIA@NELSONPOPE.COM]

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Title

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\_\_\_\_\_  
Date

**Nelson & Pope et al. - Partners Ownership Percentages - 07/01/2019**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vorrel Management	H&J Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	H&J-Nelson & Pope JV	N&P-G&B
Tax ID	11-3551992	11-3363292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957239	81-0721476	(81-3261538)	27-4904689	46-9604678
Epifania, Joseph	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Paterman, Gregory	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sclars, Michael	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
Crane, Matthew	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorhis, Charles	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
H&J Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruijn, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
<b>Description of Services</b>	Provides Engineering & Surveying to Nelson Pope & Voorhis 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 & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Robert G. Nelson, Jr., PE  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: \_\_\_\_\_  
  
Business Address: 572 WALT WHITMAN ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747  
Country: \_\_\_\_\_  
Telephone: (631) 427-5665  
  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>06/27/1989</u>
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

Partner in firm.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached.

1 File(s) Uploaded:

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

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

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

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

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

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

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

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

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

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

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

N&P Engineering, Architecture and Land Surveying,  
PLLC

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Robert G. Nelson, Jr. [RNELSON@NELSONPOPE.COM]

---

Partner

Title

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10/10/2019 01:45:26 PM

Date



**Nelson & Pope et al. - Partners Ownership Percentages - 07/01/2019**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Whit Whitman Road Associates, LLC	Vornel Management	H&W Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	H&N-Nelson & Pope JV	N&P-G&B
Tax ID	11-3551992	11-3553292	11-3237008	11-3352281	42-1564513	28-0465961	26-3957238	81-0721476	(81-3281538)	27-4404689	45-0584678
Epifania, Joseph	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory	12.5954%	-	12.5954%	10.2955%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sclara, Michael	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
Crane, Matthew	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorhis, Charles	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Elseman, Kathryn	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
H&N Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayton de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis 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	Owens 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 & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Thomas F. Lembo, PE  
Date of birth:                       
Home address:                       
City:                      State/Province/Territory:            Zip/Postal Code:             
Country:                     

Business Address: 572 WALT WHITMAN ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747  
Country:                       
Telephone: (631) 427-5665

Other present address(es):  
City:                      State/Province/Territory:            Zip/Postal Code:             
Country:                       
Telephone:                     

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

Partner of Firm

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached.

1 File(s) Uploaded:

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

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

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

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

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

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

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

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

9.

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

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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N&P Engineering, Architecture & Land Surveying, PLLC

Name of submitting business

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

Thomas F Lembo [TLEMBO@NELSONPOPE.COM]

Partner, Compliance Officer

Title

10/10/2019 01:11:44 PM

Date

**Nelson & Pope et al. - Partners Ownership Percentages - 07/01/2019**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWD Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Hals-Nelson & Pope JV	N&P-G&B
Tax ID	11-9551992	11-9353292	11-9237088	11-3332281	42-1564513	20-0465961	26-3957238	81-0721476	(81-3261538)	27-4404669	46-0604678
Epifania, Joseph	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory	12.5954%	-	12.5954%	10.2985%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sclara, Michael	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
Crane, Matthew	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorhis, Charles	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Hals Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayton de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis 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	Owne 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 & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	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: 09/25/2019

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

2) Address of Place of Business: 572 WALT WHITMAN ROAD

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

Country: \_\_\_\_\_

3) Mailing Address (if different): 572 WALT WHITMAN ROAD

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

Country: \_\_\_\_\_

Phone: (631) 427-5665

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

4) Dun and Bradstreet number: 057732869

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

6) The proposer is a: Partnership (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☒ NO ☐ If yes, please provide details:

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

1 File(s) Uploaded:

8) Does this business control one or more other businesses?

YES ☒ NO ☐ If yes, please provide details:

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

1 File(s) Uploaded:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?



YES ☒ NO ☐ If yes, please provide details:

Please see attached

1 File(s) Uploaded:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

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

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

See attached.

1 File(s) Uploaded:

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

17 Conflict of Interest:

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

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

Refer to attached page.

1 File(s) Uploaded:

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

Refer to attached page.

1 File(s) Uploaded:

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a

conflict of interest in acting on behalf of Nassau County.

Refer to attached page.

1 File(s) Uploaded:

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

Refer to attached page.

1 File(s) Uploaded:

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/01/1954

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

*No individuals with a financial interest in the company have been attached..*

1 File(s) Uploaded:

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

*No officers and directors from this company have been attached.*

1 File(s) Uploaded:

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

90

- vi) Annual revenue of firm;

14068991

- vii) Summary of relevant accomplishments

see proposal submission

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

1 File(s) Uploaded:

- B. Indicate number of years in business.  
65
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.  
See proposal submitted.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Suffolk County Department of Public Works  
Contact Person William Hillman, PE, Chief Engineer  
Address 335 Yaphank Avenue  
City Yaphank State/Province/Territory NY  
Country  
Telephone (631) 852-4010  
Fax # (631) 852-4150  
E-Mail Address william.hillman@suffolkcountyny.gov

Company Town of Oyster Bay Department of Public Works  
Contact Person Matthew Russo, PE  
Address Division of Engineering, 150 Miller Place  
City Syosset, NY State/Province/Territory NY  
Country  
Telephone (516) 677-5722  
Fax # (631) 000-0000  
E-Mail Address mrusso@oysterbay-ny.gov

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

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

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

#### **CERTIFICATION**

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

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

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

Partner/Compliance Officer

Title

10/17/2019 03:06:01 PM

Date

**Nelson & Pope et al. - Partners Ownership Percentages - 07/01/2019**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	NSP Construction Layout	572 Walt Whitman Road Associates, LLC	Vornal Management	HMJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	NSP-G&B
Tax ID	11-3551992	11-3353292	11-3237068	11-3332281	42-1564513	20-0466951	26-3957238	81-0721476	(81-3261538)	27-4404689	96-0504678
Epifania, Joseph	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lembo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sclara, Michael	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
Crane, Matthew	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorhis, Charles	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Elsentran, Kathryn	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
<b>Description of Services</b>	Provides Engineering & Surveying to Nelson Pope & Voorhis 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 & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

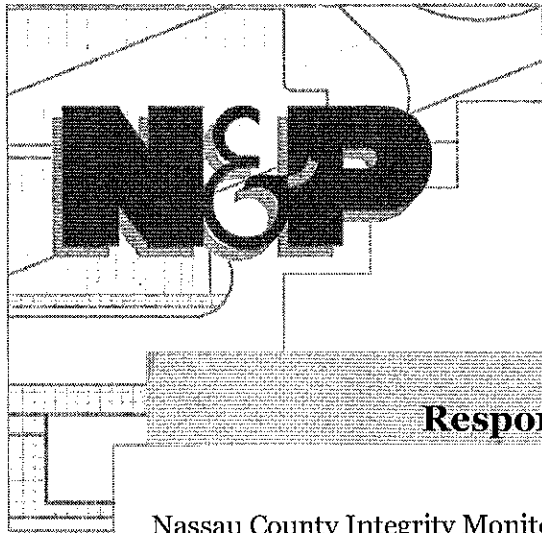
**Nelson & Pope etal. - Partners Ownership Percentages - 07/01/2019**

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorths, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vonnel Management	H&W Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	H&N-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-333281	42-1364513	20-0468961	26-3957238	81-4721476	(91-3261538)	27-9496689	96-0604676
Epifania, Joseph	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Nelson, Robert, Jr.	10.8599%	-	10.8599%	13.6244%	-	-	-	17.1978%	-	-	-
Lenthe, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
Peterman, Gregory	12.5954%	-	12.5954%	10.2965%	-	-	-	-	-	-	-
McFerran, Eric	17.0317%	-	17.0317%	14.4172%	-	-	-	19.4860%	-	-	-
Dixon, Thomas	13.2461%	-	13.2461%	10.8892%	-	-	-	15.1551%	-	-	-
Scott, Russell	10.0317%	-	10.0317%	8.4917%	-	-	-	11.4773%	-	-	-
Sciara, Michael	5.0000%	-	5.0000%	4.4882%	-	-	-	-	-	-	-
Crane, Matthew	3.3436%	-	3.3436%	-	-	-	-	-	10.0000%	-	-
Voorths, Charles	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
Eiseman, Kathryn	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
O'Farrell, Carrie	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
Franson, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorths, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
H&N Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
<b>Description of Services</b>	Provides Engineering & Surveying to Nelson Pope & Voorths 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	Owens 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 & Voorths and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorths, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/ Contract Management to General Public	Environmental Consulting On Call services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction

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	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	H&W Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	H&N-Nelson & Pope JV	N&P-G&B
Tax ID	11-3551992	11-3353292	11-3237068	11-3332281	42-1564513	20-0456961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
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Lombo, Thomas	17.0317%	-	17.0317%	13.9333%	-	-	-	19.4860%	-	-	-
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Voorhis, Charles	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
McGinn, Steven	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
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Fransoy, Bonnie (Maria)	-	2.5000%	-	-	-	-	-	-	-	-	-
Stach, Maximilian	-	4.5000%	-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-	35.0000%	-	-
Monahan, Patrick	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
H&N Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%	100.0000%
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis 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	Owne 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 & Voorhis and General Public	Provides Drilling/Soil Sampling Services to Nelson and Pope, Nelson Pope & Voorhis, Hawkins Webb Jaeger and General Public	Provides Architectural, Engineering & Surveying Services in the State of Connecticut	Provides Construction/Contract Management to General Public	Environmental Consulting On Call Services for Nassau County, NY	Provides Topographic Surveying Services to New York City Department of Design and Construction





## **NELSON & POPE**

ENGINEERS | ARCHITECTS | SURVEYORS

JOSEPH R. EPFANIA, PE • ROBERT G. NELSON JR., PE • THOMAS F. LEMBO, PE • ERIC J. McFERRAN, PE  
THOMAS C. DIXON, PE • GREGORY D. PETERMAN, PLS • RUSSELL Z. SCOTT, PE • MICHAEL A. SCIARA, RA

VICTOR BERT, PE • GARY S. BECKER, PE

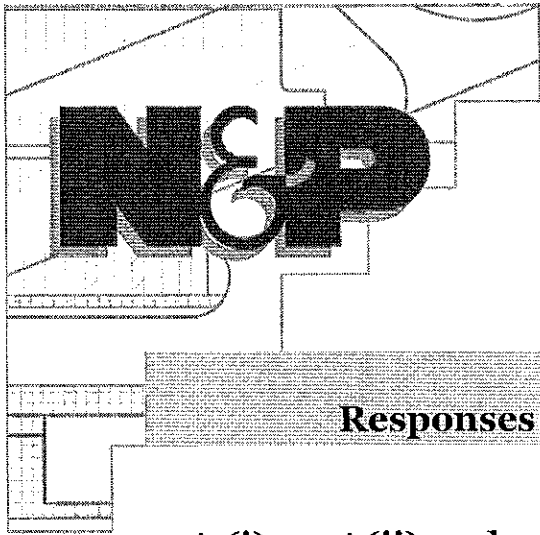
572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188  
PHONE: 631.427.5865 • FAX: 631.427.5820 • NELSONPOPE.COM

### **Business History Form Response to Question 13: Investigations**

#### **Nassau County Integrity Monitoring Agreement:**

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

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



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VICTOR BERT, PE • GARY S. BECKER, PE

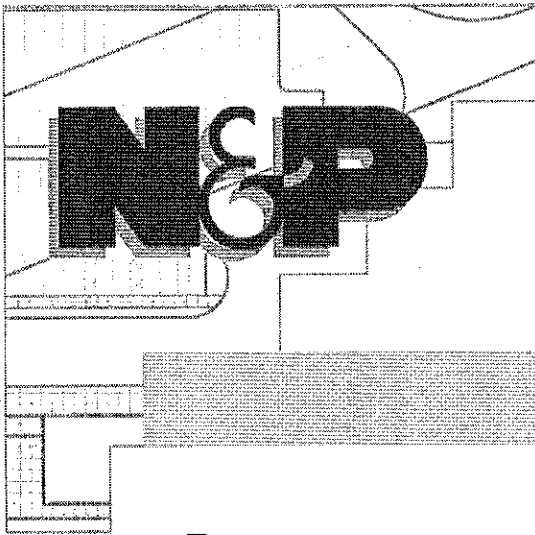
572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188  
PHONE: 631.427.5685 • FAX: 631.427.5620 • NELSONPOPE.COM

### **Business History Form** **Responses to Question 17A (i), 17 A(ii) and 17(iii)**

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

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

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



## NELSON & POPE

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THOMAS C. DIXON, PE • GREGORY D. PETERMAN, PLS • RUSSELL Z. SCOTT, PE • MICHAEL A. SCIARA, RA

VICTOR BERT, PE • GARY S. BECKER, PE

572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188  
PHONE: 631.427.5665 • FAX: 631.427.5620 • NELSONPOPE.COM

### Business History Form Responses to Question 17B

#### **17B Response:**

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

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

**Partners Information as of 01/01/2019**

	Ownership	Position	Profession	State	Lic #
<b>Epifania, Joseph</b>	10.8599%	Partner	Engineer	NY	58669
<b>Nelson, Robert, Jr.</b>	10.8599%	Partner	Engineer	NY	57296
<b>Lembo, Thomas</b>	17.0317%	Partner	Engineer	NY	74701
				FL	58849
<b>Peterman, Gregory</b>	12.5954%	Partner	Surveyor	NY	50213
				CT	70061
<b>McFerran, Eric</b>	17.0317%	Partner	Engineer	NY	76844
<b>Dixon, Thomas</b>	13.2461%	Partner	Engineer	NY	80973
				CT	24626
<b>Scott, Russell</b>	10.0317%	Partner	Engineer	NY	87707
<b>Sciara, Michael</b>	5.0000%	Partner	Architect	NY	31986
<b>Crane, Matt</b>	3.3436%	Partner	Surveyor	NY	50065
	100.0000%	-	-	-	-

THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT

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

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

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 04/01/2019 TO 03/31/2022.



*Maryellen Elia*  
MARYELLEN ELIA  
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
0018215 DUPLICATE

THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT

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

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

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



*Maryellen Elia*  
MARYELLEN ELIA  
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
0013870 DUPLICATE

# Income Statement - Jan to Dec 2018

Nelson & Pope

As of period 12/31/2018

	January	February	March	April	May	June	July	August	September	October	November	December	2018 Year-to-Date	2017 Year-to-Date	Variance
<b>Revenue</b>															
Income From Professional Services	948,687	778,981	688,998	1,393,204	1,580,370	769,816	1,103,742	1,830,266	1,285,558	785,085	1,300,417	1,284,014	13,789,028	10,009,048	3,779,980
Credits Issued	-	(3,235)	(2,500)	-	(10,000)	-	-	(8,000)	(3,108)	(7,090)		(40,857)	(74,877)	(133,303)	58,726
(Income) Loss From Affiliates	118,726	130,912	(49,134)	(42,087)	33,068	(54,423)	20,882	63,768	(440)	(2,521)	62,480	72,279	354,640	745,207	(390,667)
<b>Total Revenue</b>	<b>1,067,313</b>	<b>804,658</b>	<b>637,364</b>	<b>1,351,207</b>	<b>1,604,377</b>	<b>715,393</b>	<b>1,124,724</b>	<b>1,886,024</b>	<b>1,252,013</b>	<b>756,484</b>	<b>1,462,897</b>	<b>1,310,538</b>	<b>14,068,081</b>	<b>10,620,953</b>	<b>3,448,038</b>
<b>Direct Costs</b>															
Direct Salaries	236,329	267,843	290,911	282,327	362,038	282,025	271,376	372,400	282,208	322,062	321,535	315,807	3,668,750	3,686,511	(17,761)
Outside Services	167,936	110,378	85,121	314,459	190,482	135,132	163,262	164,129	164,268	263,706	183,478	263,107	2,205,427	1,249,635	955,790
Other Direct Costs	6,725	3,928	6,263	3,718	11,397	6,725	7,799	(10,688)	17,362	5,259	4,543	8,280	70,388	65,593	14,694
<b>Total Direct Costs</b>	<b>459,990</b>	<b>382,244</b>	<b>382,295</b>	<b>600,505</b>	<b>563,897</b>	<b>423,882</b>	<b>442,437</b>	<b>525,941</b>	<b>463,828</b>	<b>611,017</b>	<b>509,656</b>	<b>586,974</b>	<b>5,944,565</b>	<b>4,985,341</b>	<b>959,224</b>
<b>Gross Profit</b>	<b>607,323</b>	<b>422,415</b>	<b>255,069</b>	<b>750,702</b>	<b>1,040,479</b>	<b>291,511</b>	<b>682,288</b>	<b>1,360,083</b>	<b>788,185</b>	<b>145,467</b>	<b>943,341</b>	<b>723,562</b>	<b>8,123,426</b>	<b>5,635,112</b>	<b>2,488,314</b>
<b>Overhead Expenses</b>															
Overhead Expenses	338,800	442,478	468,863	539,585	564,842	400,769	417,060	591,602	485,539	486,593	541,886	2,085,581	7,381,376	5,299,931	1,081,445
<b>Total Overhead Expenses</b>	<b>338,800</b>	<b>442,478</b>	<b>468,863</b>	<b>539,585</b>	<b>564,842</b>	<b>400,769</b>	<b>417,060</b>	<b>591,602</b>	<b>485,539</b>	<b>486,593</b>	<b>541,886</b>	<b>2,085,581</b>	<b>7,381,376</b>	<b>5,299,931</b>	<b>1,081,445</b>
<b>Total Operating Expenses</b>	<b>799,599</b>	<b>824,719</b>	<b>849,158</b>	<b>1,140,071</b>	<b>1,118,739</b>	<b>824,651</b>	<b>849,497</b>	<b>1,077,543</b>	<b>919,357</b>	<b>1,096,599</b>	<b>1,051,442</b>	<b>2,572,654</b>	<b>13,223,949</b>	<b>10,385,271</b>	<b>2,838,169</b>
<b>Net Profit/(Loss)</b>	<b>267,723</b>	<b>79,939</b>	<b>(211,794)</b>	<b>211,136</b>	<b>485,638</b>	<b>(109,259)</b>	<b>275,228</b>	<b>808,481</b>	<b>332,647</b>	<b>(340,126)</b>	<b>401,455</b>	<b>(1,356,018)</b>	<b>845,051</b>	<b>335,181</b>	<b>509,889</b>

# Balance Sheet

NELSON + POPE

As of period 12/31/2018

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Total Assets	14,565,914.38
Total Liabilities	5,264,218.82
Total Net Worth	9,301,695.56
<b>Total Liabilities and Net Worth</b>	<b>14,565,914.38</b>

COUNTY OF NASSAU

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

1. Name of the Entity: N&P Engineering, Architecture and Land Surveying, PLLC

Address: 572 WALT WHITMAN ROAD

City: MELVILLE State: NY Zip Code: 11747

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

3. Type of Business: Partnership (specify) \_\_\_\_\_

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

1 File(s) uploaded

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.  
If none, explain.

1 File(s) uploaded

*No shareholders, members, or partners have been attached to this form.*

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

See attached.

1 File(s) uploaded

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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



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

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

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

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

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

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

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

Thomas F Lembo [TLEMBO@NELSONPOPE.COM]

Dated: 12/05/2019 12:36:36 PM

Title: Partner, Compliance Officer

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

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

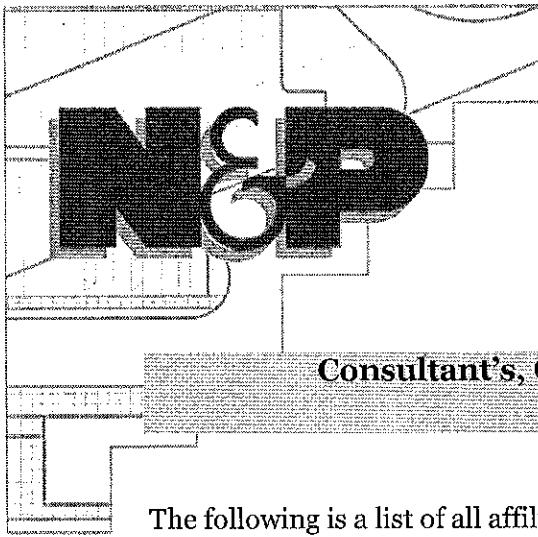
**Partners Information as of 01/01/2019**

	Ownership	Position	Profession	State	Lic #
<b>Epifania, Joseph</b>	10.8599%	Partner	Engineer	NY	58669
<b>Nelson, Robert, Jr.</b>	10.8599%	Partner	Engineer	NY	57296
<b>Lembo, Thomas</b>	17.0317%	Partner	Engineer	NY	74701
				FL	58849
<b>Peterman, Gregory</b>	12.5954%	Partner	Surveyor	NY	50213
				CT	70061
<b>McFerran, Eric</b>	17.0317%	Partner	Engineer	NY	76844
<b>Dixon, Thomas</b>	13.2461%	Partner	Engineer	NY	80973
				CT	24626
<b>Scott, Russell</b>	10.0317%	Partner	Engineer	NY	87707
<b>Sciara, Michael</b>	5.0000%	Partner	Architect	NY	31986
<b>Crane, Matt</b>	3.3436%	Partner	Surveyor	NY	50065
	100.0000%	-	-	-	-

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

**Partners Information as of 01/01/2019**

	Ownership	Position	Profession	State	Lic #
<b>Epifania, Joseph</b>	10.8599%	Partner	Engineer	NY	58669
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				FL	58849
<b>Peterman, Gregory</b>	12.5954%	Partner	Surveyor	NY	50213
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<b>McFerran, Eric</b>	17.0317%	Partner	Engineer	NY	76844
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<b>Sciara, Michael</b>	5.0000%	Partner	Architect	NY	31986
<b>Crane, Matt</b>	3.3436%	Partner	Surveyor	NY	50065
	100.0000%	-	-	-	-



# **NELSON & POPE**

ENGINEERS | ARCHITECTS | SURVEYORS

JOSEPH R. EPIFANIA, PE • ROBERT G. NELSON JR., PE • THOMAS F. LEMBO, PE • ERIC J. McFERRAN, PE  
THOMAS C. DIXON, PE • GREGORY D. PETERMAN, PLS • RUSSELL Z. SCOTT, PE • MICHAEL A. SGARA, RA

VICTOR BERT, PE • GARY S. BECKER, PE

572 WALT WHITMAN ROAD, MELVILLE NY 11747-2188  
PHONE: 631.427.5685 • FAX: 631.427.5620 • NELSONPOPE.COM

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

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

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

It is anticipated for the **BUILDING ON-CALL CONTRACT** that the following affiliates/related companies may take part in the performance of the contract.

- N&P Construction Layout (N&P Partners are Individual Owners)
- Nelson Pope & Voorhis, LLC (N&P Majority Owner)

A CCVD has been uploaded for each of these companies.

# Income Statement - Jan to Dec 2018

Nelson & Pope

As of period 12/31/2018

	January	February	March	April	May	June	July	August	September	October	November	December	2018 Year-to-Date	2017 Year-to-Date	Variance
<b>Revenue</b>															
Income From Professional Services	948,587	776,981	688,996	1,303,264	1,580,379	769,815	1,103,742	1,630,266	1,265,668	766,085	1,390,417	1,284,914	13,780,028	10,009,048	3,779,980
Credits Issued	-	(3,235)	(2,500)	-	(10,000)	-	-	(8,000)	(3,105)	(7,090)	-	(40,667)	(74,577)	(133,303)	58,726
(Income) Loss From Affiliates	118,725	130,912	(40,134)	(42,087)	33,998	(54,423)	20,862	65,768	(440)	(2,521)	62,490	72,279	354,540	745,207	(390,667)
<b>Total Revenue</b>	<b>1,067,313</b>	<b>904,658</b>	<b>637,364</b>	<b>1,361,287</b>	<b>1,664,377</b>	<b>715,393</b>	<b>1,124,724</b>	<b>1,686,024</b>	<b>1,252,013</b>	<b>756,484</b>	<b>1,452,897</b>	<b>1,316,536</b>	<b>14,668,991</b>	<b>10,628,953</b>	<b>3,448,038</b>
<b>Direct Costs</b>															
Direct Salaries	295,329	287,043	290,911	282,327	362,038	282,025	271,376	372,400	262,208	322,052	321,535	315,507	3,666,750	3,580,511	(13,761)
Outside Services	157,535	110,375	85,121	314,459	190,452	135,132	163,262	164,129	164,258	283,706	183,478	263,107	2,205,427	1,249,638	955,790
Other Direct Costs	5,726	3,925	6,263	3,716	11,397	6,726	7,796	(10,888)	17,362	5,259	4,543	8,260	70,388	55,603	14,694
<b>Total Direct Costs</b>	<b>458,590</b>	<b>382,244</b>	<b>382,295</b>	<b>600,502</b>	<b>563,887</b>	<b>423,883</b>	<b>442,434</b>	<b>525,641</b>	<b>443,828</b>	<b>611,017</b>	<b>509,556</b>	<b>586,874</b>	<b>5,942,565</b>	<b>4,985,841</b>	<b>956,724</b>
<b>Gross Profit</b>	<b>608,723</b>	<b>522,415</b>	<b>255,069</b>	<b>760,785</b>	<b>1,100,490</b>	<b>291,510</b>	<b>682,290</b>	<b>1,160,383</b>	<b>808,185</b>	<b>145,467</b>	<b>943,341</b>	<b>729,662</b>	<b>8,726,426</b>	<b>5,643,112</b>	<b>2,491,314</b>
<b>Overhead Expenses</b>															
Overhead Expenses	335,600	442,476	466,883	539,556	654,842	400,769	417,089	551,502	455,539	485,503	541,889	2,085,581	7,281,375	5,289,931	1,991,445
<b>Total Overhead Expenses</b>	<b>335,600</b>	<b>442,476</b>	<b>466,883</b>	<b>539,556</b>	<b>654,842</b>	<b>400,769</b>	<b>417,089</b>	<b>551,502</b>	<b>455,539</b>	<b>485,503</b>	<b>541,889</b>	<b>2,085,581</b>	<b>7,281,375</b>	<b>5,289,931</b>	<b>1,991,445</b>
<b>Total Operating Expenses</b>	<b>794,190</b>	<b>824,720</b>	<b>849,178</b>	<b>1,140,058</b>	<b>1,218,729</b>	<b>824,651</b>	<b>859,523</b>	<b>1,077,543</b>	<b>913,387</b>	<b>1,096,609</b>	<b>1,051,442</b>	<b>2,672,554</b>	<b>13,223,040</b>	<b>10,285,771</b>	<b>2,938,169</b>
<b>Net Profit/(Loss)</b>	<b>273,533</b>	<b>79,695</b>	<b>(193,109)</b>	<b>220,727</b>	<b>445,668</b>	<b>(133,260)</b>	<b>265,205</b>	<b>608,841</b>	<b>334,647</b>	<b>(340,126)</b>	<b>391,899</b>	<b>(1,945,918)</b>	<b>845,051</b>	<b>335,181</b>	<b>509,869</b>

# Balance Sheet

NELSON + POPE

As of period 12/31/2018

---

Total Assets	14,565,914.38
Total Liabilities	5,264,218.82
Total Net Worth	9,301,695.56
<b>Total Liabilities and Net Worth</b>	<b>14,565,914.38</b>

## CONTRACT FOR SERVICES

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

### WITNESSETH:

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

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

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

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

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

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of but may not be limited to engineering, design, inspection, data collection, traffic analyses, CAD drafting, surveys, traffic impact analyses, traffic counting, traffic studies, traffic calming studies, transportation planning, providing traffic engineers, ITS Specialists, CAD Operators and technicians, and any other services necessary to address a wide variety of traffic engineering projects and assignments. The specific work divisions and deliverables related to this project are to be considered "On-Call" in nature and will be more particularly described in the "Detailed Scope of Services," provided with each solicitation for work under this agreement. Each request for work will be attached hereto and hereby be made a part hereof as Exhibit "A".

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



### 3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services and/or Services During Construction that may be so authorized, shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

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

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

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

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

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

### 4. Ownership and Control of Work Product

#### (a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C.

§101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

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

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

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

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions

with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

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

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

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

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

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

13. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the

receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{Remainder of page intentionally lefty blank}



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

N&P Engineers & Land Surveyor PLLC

By: \_\_\_\_\_

Name: Robert G. Nelson Jr. PE

Title: Partner

Date: 04-02-2017

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Deputy County Executive

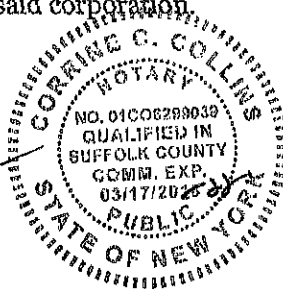
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

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

On the 2 day of April in the year 20<sup>19</sup> before me personally came  
Robert G. 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 N & P Engineers & Land Surveyor, PLLC, the corporation described  
herein and which executed the above instrument; and that he or she signed his or her name thereto by  
authority of the board of directors of said corporation.

NOTARY PUBLIC



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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ 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 the County Executive  
of the County of Nassau, the municipal corporation described herein and which executed the above  
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County  
Government Law of Nassau County.

NOTARY PUBLIC

## Exhibit "A"

### Detailed Scope of Services

1. Scope of Services.

These services may involve, but are not limited to, engineering, design, inspection, data collection, traffic analyses, CAD drafting, surveys, traffic impact analyses, traffic counting, traffic studies, traffic calming studies, transportation planning, providing traffic engineers, ITS Specialists, CAD Operators and technicians, and any other services necessary to address a wide variety of traffic engineering projects and assignments. The scope of services required for a particular project will be identified, described in writing and distributed to the Firm for consideration. Each firm will submit a letter proposal for review/evaluation by the Department. The letter proposal shall include, but not limited to, proposed staffing resumes. The selected firm shall abide by all aspects of the response provided in the letter proposal. After review of the letter proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence work.

2. Notification.

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

3. Task Order Procedures.

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

A. Task Order Issuance and Submission of Proposal

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

1. Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and
2. Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order. If no due date for the Proposal is specified in the task order, such due date shall be (1) month from the date the Task order was sent by the Department to the Firm.

B. Department Review of Cost Proposal

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

## Exhibit "B"

### Payment Schedule

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

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

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

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

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

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

#### Out-of-Pocket Expenses:

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

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

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

#### Subcontractor Costs and Subconsultant Charges:

1. Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for

employees of the Firm.

2. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.
3. The Firm shall be further reimbursed for the actual out-of-pocket expenses, as outline above, for subconsultants and subcontractors when authorized in writing by the Commissioner.

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract Appendix L  
Certificate of Compliance

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

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

ROBERT G NELSON JR PE (Name)

572 WALT WHITMAN ROAD MAVILLE NY 11747 (Address)

631-427-5665 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder \_\_\_\_\_ has ☒ 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:

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

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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.

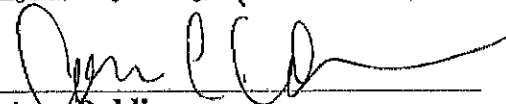
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

  
Dated \_\_\_\_\_  
Signature of Chief Executive Officer

Robert C. Nelson Jr PE PANOR  
Name of Chief Executive Officer

Sworn to before me this

2 day of April, 2019

  
Notary Public



AL

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

**TO:** Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** October 19, 2018

**SUBJECT:** Recommendation to Engage Services of Consultant  
Nassau County "On-Call" Traffic Engineering Services  
Project Number T6250003D

This Department intends to procure "On-Call" Traffic Engineering Services for our Traffic Engineering Unit. The services typically provided under an "On-Call" Services agreement include but are not limited to general traffic engineering, inspection, drafting, data collection, traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, preparation and/or review of traffic impact studies, design of traffic calming measures and asset management system development.

A team of four (4) engineers conducted the consultant selection process and established a technical ranking based upon the evaluation of proposals. The review team included: Harold Lutz, P.E., Director of Traffic Engineering; Michael Hagan, P.E., Traffic Engineer III; David Cotter, Traffic Engineer I; and Aryeh Lemberger, A.I.C.P., Unit Head, Traffic Engineering Unit.

In reply to our Request for Proposals, which was advertised in Newsday and on the County website, we received proposals from eight (8) firms. In accordance with County Executive Order No. 1-1993 and Board of Supervisors Resolution 928-1993, these proposals were reviewed. The eight (8) firms that submitted proposals for review along with the results of the technical ranking and their proposed multipliers for design and inspection work are shown in the chart below.

Firm	Technical Score	Technical Rank	Design/Inspection Multiplier
Greenman-Pedersen, Inc.	96.8	1	2.60/2.20
Nelson & Pope, LLP	95.3	2	2.65/2.20
L.K. McLean Associates, P.C.	95.0	3	2.50/2.25
NV5 New York	94.3	4	2.50/2.30
LiRo Engineers, Inc.	87.0	5	2.50/2.50
VHB Engineering, Surveying and LA, P.C.	84.0	6	2.75/N/A
AECOM	79.5	7	2.60/2.26
KLD Engineering, P.C.	72.3	8	2.596/N/A

It should be noted that no specific cost proposals were requested with this RFQ/RFP since the services are of an "On-Call" nature and a specific scope of work cannot be defined. The Department intends to award "on-call" agreements to the five (5) highest ranked firms. The firms selected will be required to submit a cost proposal on a case by case basis for review and approval for each item of work proposed under this agreement. Payments to the firms will be based on actual salaries paid to their personnel times a multiplier. Since there is no specific scope of work, there is no specific cost identified. However, based on previous years, we estimate approximately \$2,000,000.00 worth of work through this agreement. The agreements would have a term of two (2) years with the option to extend for one (1) additional year. Each firm, as part of this RFQ/RFP, was requested to submit a proposed multiplier for design services and a proposed multiplier for inspection services. These multipliers will be capped at a rate to be determined through contract negotiations.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

October 19, 2018

Page Two

SUBJECT: Recommendation to Engage Services of Consultant  
Nassau County "On-Call" Traffic Engineering Services

The Department recommends that the following firms be retained for these services:

Firm/Address	Proposed Sub-Consultants/Address/MBE/DBE
Greenman-Pedersen, Inc. 325 West Main Street Babylon, NY 11702	M & J Engineers, P. C. (MBE/DBE) 2003 Jericho Turnpike New Hyde Park, NY 11040  TRIP Consultants Corp. 311 85 <sup>th</sup> Street Brooklyn, NY 11209  B. Thayer Associates (MBE/DBE) 99 Sunnyside Boulevard Woodbury, NY 11797
Nelson & Pope 572 Walt Whitman Road Melville, NY 11747-2188	Gedeon GRC Consulting (MBE/DBE) 6901 Jericho Turnpike Suite 216 Syosset, NY 11791  Traffic Databank (WBE/MBE/DBE) 716 South Sixth Avenue Mt. Vernon, NY 10550
L.K. McLean Associates, P.C. 437 South Country Road Brookhaven, NY 11719	M & J Engineers, P. C. (MBE/DBE) 2003 Jericho Turnpike New Hyde Park, NY 11040  KAG Engineering, PLLC (WBE/DBE) 210 Suydam Lane Bayport, NY 11705  Traffic Counts Collecting, Inc. (WBE/DBE) 65-39 Maurice Avenue Woodside, NY 11377
NV5 New York – Engineers, Architects, Landscape Architects and Surveyors 40 Marcus Drive, Suite 201 Melville, NY 11747	Gedeon GRC Consulting (MBE/DBE) 6901 Jericho Turnpike Suite 216 Syosset, NY 11791  Traffic Databank (WBE/MBE/DBE) 716 South Sixth Avenue Mt. Vernon, NY 10550  Traffic Counts Collecting, Inc. (WBE/DBE) 65-39 Maurice Avenue Woodside, NY 11377

Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

October 19, 2018

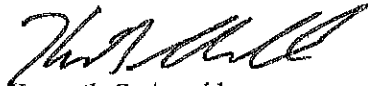
Page Three

SUBJECT: Recommendation to Engage Services of Consultant  
Nassau County "On-Call" Traffic Engineering Services

LiRo Engineers, Inc. 3 Aerial Way Syosset, NY 11791	Gedeon GRC Consulting (MBE/DBE) 6901 Jericho Turnpike Suite 216 Syosset, NY 11791  Traffic Databank (WBE/MBE/DBE) 716 South Sixth Avenue Mt. Vernon, NY 10550
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In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

Please indicate whether you approve or disapprove of our recommendation and return this memo to this office for appropriate action.



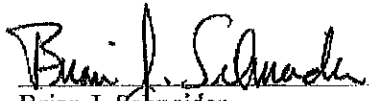
Kenneth G. Arnold  
Commissioner

KGA:HL:AL:jd

c: Harold T. Lutz, Director of Traffic Engineering  
✓ Aryeh Lemberger, Unit Head, Traffic Engineering Unit  
Michael Hagan, Traffic Engineer III  
David Cotter, Traffic Engineer I  
Jonathan Lesman, Management Analyst II

APPROVED:

DISAPPROVED:

 10/17/18  
Brian J. Schneider Date  
Deputy County Executive

\_\_\_\_\_  
Brian J. Schneider Date  
Deputy County Executive



COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

**TO:** Traffic Engineering Unit  
Att: Aryeh Lemberger, Unit Head

**FROM:** Office of the Commissioner

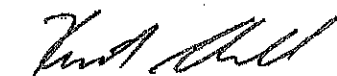
**DATE:** April 11, 2018

**SUBJECT:** CSEA Sub-Contracting Approval  
**C18-021** – T6250003G – "On-Call" Traffic Engineering Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C18-021**.

Please prepare the necessary documentation to proceed with your work.

If you have any questions, please speak with Jonathan Lesman.



Kenneth G. Arnold  
Commissioner

KGAlas

c: Harold Lutz, Director of Traffic Engineering  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II



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

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

**FROM:** Department of Public Works

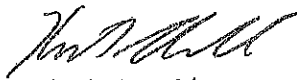
**DATE:** March 26, 2018

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Proposed Contract No: T6250003G

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

1. DPW plans to recommend a contract/agreement for the following services:  
"On-Call" Traffic Engineering Services for the Department's Traffic Engineering Unit.
2. The work involves the following: Providing traffic engineers, inspectors, draftsmen, technicians and other staff on an "as needed" basis for various traffic engineering related projects including, but not limited to: traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, data collection, preparation and/or review of traffic impact studies, traffic signal inspection, and asset management system development.
3. An estimate of the cost is: \$600,000.00
4. An estimate of the duration is: Twenty-four (24) months

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

  
Kenneth G. Arnold  
Commissioner

KGa:WSN:HTL:AL:jd  
c: Christopher Nicolino, Director, Office of Labor Relations  
Rakhal Maitra, Deputy Commissioner  
William S. Nimmo, Deputy Commissioner  
Harold T. Lutz, Director of Traffic Engineering  
Aryeh Lemberger, Unit Head, Traffic and Engineering Unit  
Christopher Yansick, Unit Head, Financial Services Unit  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II



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

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**


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

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

Thomas F. Lembo, PE, Partner

Name and Title of Authorized Representative

m/d/yy



09/05/19

Signature

Date

N & P Engineering, Architecture and Land Surveying, PLLC

Name of Organization

572 Walt Whitman Road, Melville, NY 11747

Address of Organization



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2019

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

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

<b>PRODUCER</b> PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	<b>CONTACT NAME:</b> Alyson Graziosi	
	<b>PHONE (A/C, No., Ext):</b> 516-869-8788 <b>FAX (A/C, No.):</b> 1-516-706-2973	
	<b>E-MAIL ADDRESS:</b> agraziosi@crpgroup.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Trumbull Insurance Company	
<b>INSURED</b> N & P Engineering, Architecture and Land Surveying, PLLC 572 Walt Whitman Road Melville NY 11747	INSURER B : Continental Insurance	35289
	INSURER C : Travelers Indemnity Company	25658
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:** 41009108**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6020187116	8/14/2019	8/14/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMP BEN. \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			12UENBJ3980	8/14/2019	8/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ZUP81M3928119NF	8/14/2019	8/14/2020	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	<b>PROFESSIONAL LIABILITY</b>			AEC-9028099-05	3/8/2019	3/8/2020	\$2,000,000 \$4,000,000 PER CLAIM AGGREGATE

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

NAMED INSURED ADDRESS: 572 Walt Whitman Road, Melville, 11747

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

**CERTIFICATE HOLDER****CANCELLATION** 30 day notice applies

Nassau County 1194 Prospect Avenue Westbury NY 11590-2723	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 200466961

HAMOND SAFETY MANAGEMENT LLC  
6800 JERICHO TURNPIKE  
SUITE 105W  
SYOSSET NY 11791



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> N & P ENGINEERING, ARCHITECTURE AND LAND SURVEYING PLLC 572 WALT WHITMAN RD MELVILLE NY 11747	<b>CERTIFICATE HOLDER</b> NASSAU COUNTY DPW 1194 PROSPECT AVENUE WESTBURY NY 11590
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<b>POLICY NUMBER</b> G 1254 137-1	<b>CERTIFICATE NUMBER</b> 522155	<b>POLICY PERIOD</b> 01/01/2020 TO 01/01/2021	<b>DATE</b> 12/26/2019
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1254 137-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

CHARLES J VOORHIS GENERAL PARTNER  
STEVEN MCGINN GENERAL PARTNER  
KATHRYN EISEMAN GENERAL PARTNER  
CARRIE O'FARRELL GENERAL PARTNER  
EAST COAST GEOSERVICES LLC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

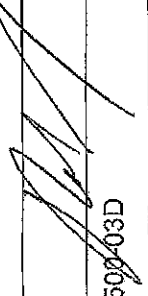
VALIDATION NUMBER: 502200899



**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

**CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN**

**Part 1- General Information:**

Consultant/Contractor Name:	N & P Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope
Address (street/city/state/zip code):	572 Walt Whitman Road, Melville, NY 11747
Authorized Representative (name/title):	Robert G. Nelson, Jr., PE, Partner
Authorized Signature:	
Contract Number:	RFP# T62500-03D
Contract/Project Name:	On-Call Traffic Engineering Services
Contract/Project Description:	On-Call Traffic Engineering Services

**Part 2- Projected MBE/WBE Contract Summary:**

	Amount (\$)	Percentage (%)
Total Dollar Value of the Prime Contract	TBD	
Total MBE Dollar Amount	TBD	10%
Total WBE Dollar Amount	TBD	10%
Total Combined M/WBE Dollar Amount	TBD	30%

**Part 3- MBE Information (use additional blank sheets as necessary):**

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
<b>Name:</b> Gedeon GRC Consulting <b>Address:</b> 1517 Franklin Avenue, Suite 200 <b>City:</b> Mineola <b>State/Zip Code:</b> NY 11501 <b>Authorized Representative:</b> Carlene Cherebin <b>Telephone No. (516) 873-7010</b>	Traffic Engineering	<b>Amount (\$):</b> TBD  <b>Award Date:</b> TBD	<b>Start Date:</b> TBD  <b>Completion Date:</b> TBD
<b>Name:</b> Traffic Data Bank <b>Address:</b> 716 South Sixth Avenue <b>City:</b> Mt. Vernon <b>State/Zip Code:</b> NY 10550 <b>Authorized Representative:</b> Victor Ochieng <b>Telephone No. (914) 815-5379</b>	Traffic data collection and acquisition.	<b>Amount (\$):</b> TBD  <b>Award Date:</b> TBD	<b>Start Date:</b> TBD  <b>Completion Date:</b> TBD
<b>Name:</b> <b>Address:</b> <b>City:</b> <b>State/Zip Code:</b> <b>Authorized Representative:</b> <b>Telephone No.</b>		<b>Amount (\$):</b>  <b>Award Date:</b>	<b>Start Date:</b>  <b>Completion Date:</b>

**Part 4- WBE Information (use additional blank sheets as necessary):**

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
<b>Name:</b> Traffic Data Bank <b>Address:</b> 716 South Sixth Avenue <b>City:</b> Mt. Vernon <b>State/Zip Code:</b> NY 10550 <b>Authorized Representative:</b> Victor Ochieng <b>Telephone No.</b> (914) 815-5379	Traffic data collection and acquisition.	<b>Amount (\$):</b> TDB  <b>Award Date:</b> TDB	<b>Start Date:</b> TBD  <b>Completion Date:</b> TBD
<b>Name:</b> <b>Address:</b> <b>City:</b> <b>State/Zip Code:</b> <b>Authorized Representative:</b> <b>Telephone No.</b>		<b>Amount (\$):</b>  <b>Award Date:</b>	<b>Start Date:</b>  <b>Completion Date:</b>
<b>Name:</b> <b>Address:</b> <b>City:</b> <b>State/Zip Code:</b> <b>Authorized Representative:</b> <b>Telephone No.</b>		<b>Amount (\$):</b>  <b>Award Date:</b>	<b>Start Date:</b>  <b>Completion Date:</b>