



Certified:

E-96-20

NIFS ID:CFPW20000013 Department: Public Works

Capital: X

SERVICE: FED AID-Pavement Marking H62153-1011CM

Contract ID #:CFPW20000013 NIFS Entry Date: 14-MAY-20 Term: from to

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

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

Vendor Info:	
Name: N&P Engineering, Architecture, and Land Surveying, PLLC.	Vendor ID#: 11-3551992
Address: 572 Walt Whitman Road Melville, NY 11747	Contact Person: Russel Z Scott, PE
	Phone: 631 427 5665

Department:
Contact Name: Saji Varughese
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590
Phone: 516 571 9651

Routing Slip

Department	NIFS Entry: X	15-MAY-20 -- LDIONISIO
Department	NIFS Approval: X	15-MAY-20 -- KARNOLD
DPW	Capital Fund Approved: X	15-MAY-20 -- KARNOLD
OMB	NIFA Approval: X	03-JUN-20 -- CNOLAN
OMB	NIFS Approval: X	18-MAY-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	18-MAY-20 -- AAMATO

County Atty.	Approval to Form: X	18-MAY-20 -- NSARANDIS
CPO	Approval: X	26-JUN-20 -- KOHAGENCE
DCEC	Approval: X	06-JUL-20 -- JCHIARA
Dep. CE	Approval: X	06-JUL-20 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	06-JUL-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: Approval of a Personal Services Agreement with N&P Engineering, Architecture and Land Surveying, PLLC. for Construction Management/Inspection Services (CMI) for Proposed pavement Markings Phase 10 and Phase 11 projects. This agreement involves to manage and the use of any of the various items in this pavement marking contracts. This service is to provide Construction Management and Inspection Services for these contracts. These services include investigation site conditions, monitoring progress, implementing quality assurance programs, providing progress reports and other Construction Management duties. FEDERAL AID. PIN 0760.56 and PIN 0760.61</p>
<p>Method of Procurement: A qualification- based rating and ranking system of technical and cost proposal in accordance with standard DPW, NYSDOT and FHWA procedures</p>
<p>Procurement History: The Contract was entered into after a written request for proposals was issued on September 10, 2019. Potential proposers were made aware of the availability of the RFP by public notice in Newsday, Contract Reporter and the County's eProcurement website. Proposals were due on October 9, 2019. Five (5) proposals were received and evaluated. Proposals were evaluated by professional staff within the Department by, Elisa Picca, Chief Deputy Commissioner, Harold Lutz, Director of traffic Engineering, Richard Iadevaio, Superintendent of Highway and Drainage Construction, and Saji Varughese, Project Manager II. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest ranking proposer was selected. For more information, please refer to the attached RTI part II Memorandum</p>
<p>Description of General Provisions: Contract for services confirms to model personal services contract developed and approved by the office of the County Attorney and approval by NYSDOT</p>
<p>Impact on Funding / Price Analysis: Funding for services to be provided under this agreement will come from Capital Project 62153. This agreement will expire 24 months after its execution and has a maximum payment limitation of eight hundred forty two thousand and zero (842,000.00) dollars. There is potential for FEDERAL AID reimbursement up to eighty percent (80%). This contract currently calls for 20% DBE utilization. Funding from Project 62153.</p>
<p>Change in Contract from Prior Procurement: N/A</p>
<p>Recommendation: (approve as submitted) Approve as Submitted</p>

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		1	PWCAPCAP/62153/	\$ 344,880.00
Control:	62					

Resp:	153	Contract:				056/00003	
Object:	00003	County	\$ 0.00		2	PWCAPCAP/62153/061/00003	\$ 497,120.00
Transaction:	CF	Federal	\$ 0.00				\$ 0.00
Project #:	62153	State	\$ 0.00				\$ 0.00
Detail:	056, 061	Capital	\$ 842,000.00				\$ 0.00
		Other	\$ 0.00				\$ 0.00
		TOTAL	\$ 842,000.00			TOTAL	\$ 842,000.00
RENEWAL							
% Increase							
% Decrease							

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 ENGINEERING, ARCHITECTURE & LAND SURVEYING, PLLC

WHEREAS, the County has negotiated a personal services agreement with N & P Engineering, Architecture & Land Surveying, PLLC for Construction Management and Inspection Services for Pavement Markings and related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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



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

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

2. Dollar amount requiring NIFA approval: \$842000

Amount to be encumbered: \$842000

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: Two years from CE's Signature

Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

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

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

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:

Approval of a Personal Services Agreement with N&P Engineering, Architecture and Land Surveying, PLLC. for Construction Management/Inspection Services (CMI) for Proposed pavement Markings Phase 10 and Phase 11 projects. This agreement involves to manage and the use of any of the various items in this pavement marking contracts. This service is to provide Construction Management and Inspection Services for these contracts. These services include investigation site conditions, monitoring progress, implementing quality assurance programs, providing progress reports and other Construction Management duties. FEDERAL AID. PIN 0760.56 and PIN 0760.61

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

03-JUN-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: N&P Engineering, Architecture and Land Surveying, PLLC

CONTRACTOR ADDRESS: 572 WALT WHITMAN ROAD, Melville, NY 11747

FEDERAL TAX ID #: 11-3551992

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

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

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

The Contract was entered into after a written request for proposals was issued on 9/10/2019 [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 10/9/2019 [date]. 5 [state #] proposals were received and evaluated. The evaluation committee consisted of: Elisa Picca, Chief Deputy Commissioner, Harold Lutz, Director of traffic Engineering, Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction, and Saji Varughese, Project Manager II.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature

3/22/10
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.

Certificate of No Change Form



All fields must be filled.

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

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

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

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

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

Vendor Disclosures

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

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

Vendor's Address: 572 WALT WHITMAN ROAD MELVILLE NY US 11747

Vendor's EIN or TIN: 11-3551992

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
05/19/2020 04:52:52 PM

Lobbyist Registration and Disclosure Form:
05/19/2020 04:54:14 PM

Business History Form certified:
03/24/2020 05:03:39 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
04/30/2020 01:51:14 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Thomas F. Lembo, PE [TLEMBO@NELSONPOPE.COM]	03/24/2020 04:09:54 PM
Robert G. Nelson, Jr., PE [RNELSON@NELSONPOPE.COM]	03/24/2020 04:44:40 PM
Gregory D. Peterman, PLS [GPETERMAN@NELSONPOPE.COM]	03/24/2020 04:31:53 PM
Russell Z. Scott, PE [RSCOTT@NELSONPOPE.COM]	03/24/2020 04:24:48 PM
Thomas C. Dixon, PE [TDIXON@NELSONPOPE.COM]	03/24/2020 04:20:06 PM
Eric J. McFerran, PE [EMCFERRAN@NELSONPOPE.COM]	03/24/2020 04:15:52 PM

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

CERTIFICATION

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

Thomas F. Lembo, PE

Name

Senior Partner/Compliance Officer

Title

N&P Engineering, Architecture and Land Surveying, PLLC

Name of Submitting Entity

05/19/2020 04:58:27 PM

Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☒ 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 Nicolletto, 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: 05/19/2020 04:52:52 PM

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

Title: Senior 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: 05/19/2020 04:54:14 PM

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

Title: Senior Partner/Compliance Officer

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

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

Country: US State/Province/Territory: NY _____

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

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	_____	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

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.

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

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

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, & Land Surveying, PLLC

Name of submitting business

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

Eric J. McFerran, PE [EMCFERRAN@NELSONPOPE.COM]

Partner

Title

03/24/2020 04:15:52 PM

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
Nelson, Robert, Jr.		-			-	-	-		-	-	-
Lembo, Thomas		-			-	-	-		-	-	-
Peterman, Gregory		-			-	-	-	-	-	-	-
McFerran, Eric		-			-	-	-		-	-	-
Dixon, Thomas		-			-	-	-		-	-	-
Scott, Russell		-			-	-	-		-	-	-
Sciara, Michael		-			-	-	-	-	-	-	-
Crane, Matthew		-		-	-	-	-	-		-	-
Voorhis, Charles	-		-		-	-		-	-	-	-
McGinn, Steven	-		-	-	-	-		-	-	-	-
Eiseman, Kathryn	-		-	-	-	-		-	-	-	-
O'Farrell, Carrie	-		-	-	-	-		-	-	-	-
Franson, Bonnie (Maria)	-		-	-	-	-	-	-	-	-	-
Stach, Maximilian	-		-	-	-	-	-	-	-	-	
Russo, Michael	-	-	-	-	-	-	-	-		-	-
Monahan, Patrick	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and 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 Eervices 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

Country: US State/Province/Territory: NY

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

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

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

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.

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

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

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

Name of submitting business

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

Thomas C. Dixon, PE [TDIXON@NELSONPOPE.COM]

Partner

Title

03/24/2020 04:20:06 PM

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
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Lembo, Thomas		-			-	-	-		-	-	-
Peterman, Gregory		-			-	-	-	-	-	-	-
McFerran, Eric		-			-	-	-		-	-	-
Dixon, Thomas		-			-	-	-		-	-	-
Scott, Russell		-			-	-	-		-	-	-
Sciara, Michael		-			-	-	-	-	-	-	-
Crane, Matthew		-		-	-	-	-	-		-	-
Voorhis, Charles	-		-		-	-		-	-	-	-
McGinn, Steven	-		-	-	-	-		-	-	-	-
Eiseman, Kathryn	-		-	-	-	-		-	-	-	-
O'Farrell, Carrie	-		-	-	-	-		-	-	-	-
Franson, Bonnie (Maria)	-		-	-	-	-	-	-	-	-	-
Stach, Maximilian	-		-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-		-	-
Monahan, Patrick	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and 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 Eervices 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

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1. Principal Name: Thomas F. Lembo, PE

Country: US State/Province/Territory: NY

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

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

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

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.

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.

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

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- 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.

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

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

CERTIFICATION

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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, PE [TLEMBO@NELSONPOPE.COM]

Partner, Compliance Officer

Title

03/24/2020 04:09:54 PM

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
Nelson, Robert, Jr.		-			-	-	-		-	-	-
Lembo, Thomas		-			-	-	-		-	-	-
Peterman, Gregory		-			-	-	-	-	-	-	-
McFerran, Eric		-			-	-	-		-	-	-
Dixon, Thomas		-			-	-	-		-	-	-
Scott, Russell		-			-	-	-		-	-	-
Sciara, Michael		-			-	-	-	-	-	-	-
Crane, Matthew		-		-	-	-	-	-		-	-
Voorhis, Charles	-		-		-	-		-	-	-	-
McGinn, Steven	-		-	-	-	-		-	-	-	-
Eiseman, Kathryn	-		-	-	-	-		-	-	-	-
O'Farrell, Carrie	-		-	-	-	-		-	-	-	-
Franson, Bonnie (Maria)	-		-	-	-	-	-	-	-	-	-
Stach, Maximilian	-		-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-		-	-
Monahan, Patrick	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and 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 Eervices 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
[REDACTED]
[REDACTED]
[REDACTED] State/Province/Territory: NY [REDACTED] [REDACTED]
Country: US

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

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

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

[REDACTED]

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.

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

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

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:

Russell Z. Scott, PE [RSCOTT@NELSONPOPE.COM]

Partner

Title

03/24/2020 04:24:48 PM

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
Nelson, Robert, Jr.		-			-	-	-		-	-	-
Lembo, Thomas		-			-	-	-		-	-	-
Peterman, Gregory		-			-	-	-	-	-	-	-
McFerran, Eric		-			-	-	-		-	-	-
Dixon, Thomas		-			-	-	-		-	-	-
Scott, Russell		-			-	-	-		-	-	-
Sciara, Michael		-			-	-	-	-	-	-	-
Crane, Matthew		-		-	-	-	-	-		-	-
Voorhis, Charles	-		-		-	-		-	-	-	-
McGinn, Steven	-		-	-	-	-		-	-	-	-
Eiseman, Kathryn	-		-	-	-	-		-	-	-	-
O'Farrell, Carrie	-		-	-	-	-		-	-	-	-
Franson, Bonnie (Maria)	-		-	-	-	-	-	-	-	-	-
Stach, Maximilian	-		-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-		-	-
Monahan, Patrick	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
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1. Principal Name: Robert G. Nelson, Jr., PE

Country: US State/Province/Territory: NY _____

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

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	_____	_____
Vice President	_____		
(Other)	_____		

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

YES ☒ NO ☐ If Yes, provide details.

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.

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.

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9.

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

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

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

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

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

Name of submitting business

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

Robert G. Nelson, Jr., PE [RNELSON@NELSONPOPE.COM]

Partner

Title

03/24/2020 04:44:40 PM

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
Nelson, Robert, Jr.		-			-	-	-		-	-	-
Lembo, Thomas		-			-	-	-		-	-	-
Peterman, Gregory		-			-	-	-	-	-	-	-
McFerran, Eric		-			-	-	-		-	-	-
Dixon, Thomas		-			-	-	-		-	-	-
Scott, Russell		-			-	-	-		-	-	-
Sciara, Michael		-			-	-	-	-	-	-	-
Crane, Matthew		-		-	-	-	-	-		-	-
Voorhis, Charles	-		-		-	-		-	-	-	-
McGinn, Steven	-		-	-	-	-		-	-	-	-
Eiseman, Kathryn	-		-	-	-	-		-	-	-	-
O'Farrell, Carrie	-		-	-	-	-		-	-	-	-
Franson, Bonnie (Maria)	-		-	-	-	-	-	-	-	-	-
Stach, Maximilian	-		-	-	-	-	-	-	-	-	
Russo, Michael	-	-	-	-	-	-	-	-		-	-
Monahan, Patrick	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
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PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Gregory D. Peterman, PLS

Country: US State/Province/Territory: NY

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

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

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

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.

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

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

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

CERTIFICATION

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, PLLC

Name of submitting business

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

Gregory D. Peterman, PLS [GPETERMAN@NELSONPOPE.COM]

Partner

Title

03/24/2020 04:31:53 PM

Date

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
Nelson, Robert, Jr.		-			-	-	-		-	-	-
Lembo, Thomas		-			-	-	-		-	-	-
Peterman, Gregory		-			-	-	-	-	-	-	-
McFerran, Eric		-			-	-	-		-	-	-
Dixon, Thomas		-			-	-	-		-	-	-
Scott, Russell		-			-	-	-		-	-	-
Sciara, Michael		-			-	-	-	-	-	-	-
Crane, Matthew		-		-	-	-	-	-		-	-
Voorhis, Charles	-		-		-	-		-	-	-	-
McGinn, Steven	-		-	-	-	-		-	-	-	-
Eiseman, Kathryn	-		-	-	-	-		-	-	-	-
O'Farrell, Carrie	-		-	-	-	-		-	-	-	-
Franson, Bonnie (Maria)	-		-	-	-	-	-	-	-	-	-
Stach, Maximilian	-		-	-	-	-	-	-	-	-	-
Russo, Michael	-	-	-	-	-	-	-	-		-	-
Monahan, Patrick	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and 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 Eervices 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: 03/24/2020

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: US

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

City: MELVILLE State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: (631) 427-5665

Does the business own or rent its facilities? ☒ 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:

1 File(s) Uploaded: BHF_Ques 7_ ALL Partners_Ownership w-add_01.03.2020.pdf

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

YES ☒ NO ☐ If yes, please provide details:

1 File(s) Uploaded: BHF_Ques 8_ ALL Partners_Ownership w-add_01.03.2020 .pdf

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

YES ☒ NO ☐ If yes, please provide details:

Please see attached

1 File(s) Uploaded: BHF_Ques 9_ ALL Partners_Ownership w-add_01.03.2020 .pdf

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

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

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

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

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

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

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

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

See attached.

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

17 Conflict of Interest:

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

Refer to attached page.

1 File(s) Uploaded: BHF_ Ques _ 17 A i_ii_iii (Bus Hx Form resp 17 A_i_ii_iii_rev 09.17.2019).pdf

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

Refer to attached page.

1 File(s) Uploaded: BHF_ Ques _ 17 A i_ii_iii (Bus Hx Form resp 17 A_i_ii_iii_rev 09.17.2019).pdf

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

conflict of interest in acting on behalf of Nassau County.

Refer to attached page.

1 File(s) Uploaded: BHF_Ques _ 17 A i ii iii (Bus Hx Form resp 17 A_i ii iii_rev 09.17.2019).pdf

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

Refer to attached page.

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

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/01/1954

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

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

1 File(s) Uploaded: BHF_Ques_A ii iii NP ONLY Partners_Ownership w-add_01.03.2020.pdf

- 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: BHF_Ques_A ii iii NP ONLY Partners_Ownership w-add_01.03.2020.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

■

- vi) Annual revenue of firm;

■

- vii) Summary of relevant accomplishments

see proposal submission

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

1 File(s) Uploaded: BHF_Ques_A viii NP Cert of Auth Eng & Sur.pdf

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 [REDACTED]

Address 335 Yaphank Avenue

City Yaphank State/Province/Territory NY

Country US

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company Town of Oyster Bay Department of Public Works

Contact Person [REDACTED]

Address Division of Engineering, 150 Miller Place

City Syosset, NY State/Province/Territory NY

Country US

Telephone [REDACTED]

Fax # ([REDACTED]

E-Mail Address [REDACTED]

Company Town of Brookhaven Highway Department

Contact Person [REDACTED]

Address 1140 Old Town Road

City Coram, NY State/Province/Territory NY

Country US

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

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

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

CERTIFICATION

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

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

Partner/Compliance Officer
Title

03/24/2020 05:03:39 PM
Date

**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
0016215 DUPLICATE

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

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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

Nelson & Pope etal. - Partners Ownership Percentages - 01/01/2020

	N & P Engineering, Architecture and Land Surveying, PLLC	Nelson Pope & Voorhis, LLC	N&P Construction Layout	572 Walt Whitman Road Associates, LLC	Vornel Management	HWJ Engineering & Surveying PLLC d/b/a Hawkins Webb Jaeger	East Coast Geoservices LLC	N & P Engineering LLC	Hawkins Webb, LLC	Haks-Nelson & Pope JV	N&P-GdB
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
Nelson, Robert, Jr.		-			-	-	-		-	-	-
Lembo, Thomas		-			-	-	-		-	-	-
Peterman, Gregory		-			-	-	-	-	-	-	-
McFerran, Eric		-			-	-	-		-	-	-
Dixon, Thomas		-			-	-	-		-	-	-
Scott, Russell		-			-	-	-		-	-	-
Sciara, Michael		-			-	-	-	-	-	-	-
Crane, Matthew		-		-	-	-	-	-		-	-
Voorhis, Charles	-		-		-	-		-	-	-	-
McGinn, Steven	-		-	-	-	-		-	-	-	-
Eiseman, Kathryn	-		-	-	-	-		-	-	-	-
O'Farrell, Carrie	-		-	-	-	-		-	-	-	-
Franson, Bonnie (Maria)	-		-	-	-	-	-	-	-	-	-
Stach, Maximilian	-		-	-	-	-	-	-	-	-	
Russo, Michael	-	-	-	-	-	-	-	-		-	-
Monahan, Patrick	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
Description of Services	Provides Engineering & Surveying to Nelson Pope & Voorhis and 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 Eervices 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. 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. SOIARA, 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 Response to Question 13: Investigations

Nassau County Integrity Monitoring Agreement:

Nelson & Pope's Business History Form filings have disclosed existing familial relationships [REDACTED] that could have the appearance of a conflict of interest. [REDACTED] Nelson & Pope voluntarily entered into an [REDACTED] 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 [REDACTED]

[REDACTED] As a result of the [REDACTED] review, N&P agreed to commit to maintaining an effective "Compliance Program" as set forth in the County's document. [REDACTED]

[REDACTED] 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.



NELSON & POPE

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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 [REDACTED] employment at N&P, [REDACTED]
[REDACTED]. As discussed in our response to [REDACTED] all N&P staff are required to sign an [REDACTED], 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 [REDACTED] 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

ENGINEERS | ARCHITECTS | SURVEYORS

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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 01/01/2020

	Ownership	Position	Profession	State	Lic #
Nelson, Robert, Jr. ████████████████████	██████	Partner	Engineer	NY	57296
Lembo, Thomas ████████████████████	██████	Partner	Engineer	NY FL	74701 58849
Peterman, Gregory ████████████████████	██████	Partner	Surveyor	NY CT	50213 70061
McFerran, Eric ████████████████████	██████	Partner	Engineer	NY	76844
Dixon, Thomas ████████████████████	██████	Partner	Engineer	NY CT	80973 24626
Scott, Russell ████████████████████	██████	Partner	Engineer	NY	87707
Sciara, Michael ████████████████████	██████	Partner	Architect	NY	31986
Crane, Matt ████████████████████	██████	Partner	Surveyor	NY	50065
	██████	-	-	-	-

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

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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
0016215 DUPLICATE

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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

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/Province/Territory: NY Zip/Postal Code: 11747

Country: US

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

3. Type of Business: Partnership (specify) _____

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

1 File(s) uploaded VDF_Ques 4 & 5_NP ONLY Partners_Ownership w-add_01.03.2020.pdf

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 VDF_Ques 4 & 5_NP ONLY Partners_Ownership w-add_01.03.2020.pdf

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 CCVD Q6 Response _Proposal_GOSR.pdf

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

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

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

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

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

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

Dated: 04/30/2020 01:51:14 PM

Title: Senor 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 01/01/2020

	Ownership	Position	Profession	State	Lic #
Nelson, Robert, Jr. ████████████████████	██████	Partner	Engineer	NY	57296
Lembo, Thomas ██████████████████	██████	Partner	Engineer	NY FL	74701 58849
Peterman, Gregory ██████████████████	██████	Partner	Surveyor	NY CT	50213 70061
McFerran, Eric ██████████████████	██████	Partner	Engineer	NY	76844
Dixon, Thomas ██████████████████	██████	Partner	Engineer	NY CT	80973 24626
Scott, Russell ██████████████████	██████	Partner	Engineer	NY	87707
Sciara, Michael ██████████████████	██████	Partner	Architect	NY	31986
Crane, Matt ██████████████████	██████	Partner	Surveyor	NY	50065
	██████	-	-	-	-



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. SOIARA, 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

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 **PROPOSALS: CONSTRUCTION MANAGEMENT & INSPECTION PABEMENT MARKINGS (pin 0760.56 & 0760.61)** that none of the above affiliates/related companies may take part in the performance of the contract.

CONTRACT FOR SERVICES
Construction Management and Inspection Services for Pavement Marking Phase 10 and Phase 11
Project H62153-1011 PIN 0760.56 and 0760.61

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) N&P Engineering, Architecture and Land Surveying, PLLC, having its principal office at 572 Walt Whitman Road, Melville, NY 117471 (the "Firm" or "CM" or "CM Firm" or "Contractor").

W I T N E S S E T H:

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

WHEREAS, the CM Firm 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 twenty-four (24) months later (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for Extended Construction and/or Post Construction Phase Services until project close-out, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.
2. **Services**
 - (a) The specific work divisions and deliverables related to this project are described in and subject to the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Appendix "A". Services that were included in the firm's proposal shall be considered part of the Agreement and shall be provided, at the request of the Department.
3. **Payment.**
 - (a) Amount of Consideration The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as subject to and set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Appendix "B".

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a progress report, in a form satisfactory to the County, indicating the percentage and description of work completed, if applicable 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. All claims must accompany a task progress report in County format.

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

(e) 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.

(f) 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.

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

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics") and will comply with all of its provisions.

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement.

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

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

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 one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, 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. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the 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 Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

13. Accounting Procedures; Records.

The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this

Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County.

No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

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

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

15. Work Performance Liability.

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

16. Consent to Jurisdiction and Venue; Governing Law.

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

17. Notices.

Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a

nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

19. Section and Other Headings.

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

20. Entire Agreement.

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

21. Administrative Service Charge.

The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars and no cents (\$ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

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

23. Executory Clause.

Notwithstanding any other provision of this Agreement:


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

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

{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 Engineering, Architecture and Land
Surveying, PLLC

By: 
Name: Russell Z. Scott, PE
Title: Partner
Date: 04/03/2020

NASSAU COUNTY

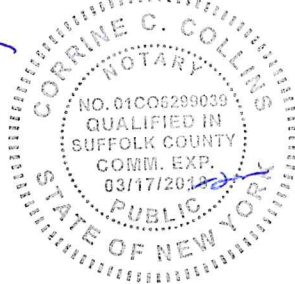
By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 3 day of April in the year 2020 before me personally came
Russell Z. Scott _____ 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 Engineering, Architecture, & Land Surveying, PLLC, the corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto by authority of the board of directors of said
corporation.


NOTARY PUBLIC



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

On the ____ day of _____ in the year 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

Appendix “A”

Scope of Services

H62153 1011CM P.I.N. 0760.56 and 0760.61

Pavement Marking Phase 10 and Phase11

This contract is for pavement marking, phase 10 and phase 11 which is to refurbish worn and faded, pavement markings (i.e. longitudinal lines, transverse lines, letters and symbol pavement markings and any other incidental work.) on County roads throughout the County road system with a durable, reflective pavement marking materials. These markings will help guide drivers along County roads and will help enhance the safety and efficiency of our roads. This project is subsidized with Federal Aid funds and therefore the appropriate NYSDOT inspection forms (MURK) and NYSDOT record keeping software (CEES, EBO) shall be utilized. All project documentation, policies and procedures shall follow the New York State Procedures for Local Project Manual (LPM) formally Procedures for Locally Administered Federal Aid Projects manual (PLAFAP). The scope of services to be performed in the respective phases (which may overlap) is summarized below.

1.0 Construction Phase Services

- 1.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project. The Construction Phase will terminate upon final acceptance of the project in its entirety by the County.
- 1.2 Pre & Post Construction Phase – The pre-construction phase shall include all the required documentation, insurance, safety and DBE/MBE/WBE/SDVOB utilization paperwork as well as the tracking, review and approval of proposed materials for the project to be prepared by CM. The CM shall submit the contract award package to NYSDOT Construction for their review and concurrence as well as NC award package
- 1.3 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County’s behalf. The CM will be provided a copy of “the Procedure Manual for Project Management” prepared by the Nassau County Department of Public Works, as a guide to the County’s standard administrative procedures. The CM shall administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the users. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC and additional duties of CC or CM, as required. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, measuring wheels,

digital cameras, cellular telephones, smart levels and anything else needed to perform the assigned or required work.

- 1.4 Site Conditions – As portions of the work become accessible during construction phase, CM shall promptly and diligently investigate existing conditions and report to the County, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County to devise appropriate modifications to the Contract Documents.
- 1.5 Erosion and Sediment Control – The CM team shall make sure the contractor takes the responsibility for the temporary control of soil and water pollution that could potentially result from construction activities and shall be in accordance with Federal, State and Local regulations, as well as the Contract specifications and directions of the County representatives. At a minimum, the RE and Inspector shall attend and hold a valid certification for NYSDEC 4-hour erosion & sediments control training. The CM shall be responsible for inspecting the work site and directing that, all necessary precautions shall be taken to prevent contamination of waters and surrounding areas by slit, sediments, fuels, solvents, lubricants, epoxy coating, wet concrete, concrete leachate, washings from concrete equipment or any other pollutant associated with drilling and constructions procedures. (Specific reference is made to the New York State Department of Environmental Conservations’ “Guidelines for Urban Erosion and Sediment Control”, along with any subsequent updates.) It is the CM’s responsibility to make sure that the contractor adheres to SPDES permit and SWPPP requirements and maintain documents accordingly.
- 1.6 Quality Assurance – The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM’s routine observation of the Work with respect to conformance to the Construction Documents. The CM shall to guard the County against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by County staff with the Work of the CC. The CM shall promptly notify the County, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall monitor and document implementation for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.
- 1.6.1 Monitor Progress – The CM shall inspect and Monitor the progress of the CC’s work and prepare written daily reports documenting the type and location of work performed, each contractor’s labor and equipment, and all pertinent details relative to the progress of the Work. The CM shall augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC contracts, to ensure that the CC workforce is sufficient, and the Work is being diligently completed in strict compliance with the contract documents.
- 1.6.2 Documentation –The CM shall develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien

waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, and requests for information, supplementary bulletins, changes orders, CC requisitions/ payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CCs' submittals such as product data; promptly review them for completeness and responsiveness; log and finally distribute them to the Engineer for review and approval within 48 hours of receipt by CM of CCs' submittals. The CM shall return submittals to the CC within 24 hours of receipt from the County, and shall update the submittal log accordingly. CM shall collect and compile as document any field change and add to record drawings. CM's office Engineer shall maintain EBO NYSDOT program for Equitable Business Opportunity and necessary requirements compliances. CM shall make sure that all documents are recorded in accordance with MURK.

- 1.6.3 CC Payments: - The CM shall receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CCs. CM shall correlate CCs' payment requests with the progress of the Work and take into account any deficiencies in the Work for which payment is being requested, in making a recommendation. The CM's recommendation for payment shall constitute a representation to the County that, to the best of the CM's knowledge, information and belief the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. In addition, the CM shall track payments to CCs document construction expenditures.
- 1.6.4 Meetings – The CM shall schedule and conduct regular weekly meetings with the CC, the County, and others, when necessary, to plan and coordinate the Work, discuss progress, implement safety concerns, and solve problems related to the Project. The CM shall also attend periodic meetings with the County as needed. The CM shall prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.
- 1.6.5 Reporting – The CM shall prepare monthly written progress reports signed and approved by the Project Manager and electronically deliver same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:
- A. Executive Summary
 - B. Progress Narrative - supported by photographs and the project schedule updated to show progress
 - C. Issues Report – Report on all critical and important issues, which require the attention of the County
 - D. Change Orders – log the status of change orders (e.g., potential, proposed, pending, processed)

- E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work or delay
- H. Attachments – attach photographs, logs, reports, etc. which are germane to the issues Report.

1.6.6 Safety - The CM shall require the CC to submit its safety program and Health and Safety plan for review and approval. The CM shall not be responsible for CC's means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the work of the CC, since these are solely the CCs' responsibility. However, the CM shall review and accept the Health and Safety plan and shall serve a central role in dissemination of safety-related information. The CM shall verify and accept means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the Work of the CC as necessary. The CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC. CM's effort shall include the following:

- A. The CM will review the CC Health and Safety program and inform the Departments Project Manager of its adequacy and acceptance.
- B. CM's Safety Officer shall visit the site once per week, review the working conditions with the CC's designated site safety representative and provide a written report to NCDPW (copying the contractor and other project participants) within 24 hours of the field visit. The report shall identify any and all short comings and will follow up on any reported incidents.
- C. CM shall prominently post signage requiring that all visitors must check in with the Construction Manager before entering the site. CM shall maintain a log of all visitors and shall ensure that visitors wear the proper PPE during any such visit.
- D. CM shall attend CC's toolbox mtgs. to verify that these are being held and ensure that the CC adequately documents attendance. A copy of the toolbox meeting agenda and sign in will be kept for the Project record.
- E. In the event of an accident the CM shall submit to the Department within 24 hours a preliminary report and a final report within two weeks. The final report will include additional safety measures to help prevent reoccurrence
- F. CM's weekly safety reports shall be reviewed and discussed at all jobsite progress meetings. Discussion shall focus on correction of any deficiencies as well as safety during upcoming work on the look-ahead schedule.
- G. Administer CC's compliance with 10-hour OSHA training requirements and ensure site safety orientation is provided for all construction workers employed on the project.

- 1.6.7 Changes - The CM shall evaluate and prepare all Supplementary Bulletins prior to their issuance, prepare cost estimates, review the CCs' proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work. The CM shall evaluate the CC's proposed adjustment to contract price and time, and assist the County in negotiating Change Orders. Where changes are or may be the result of the Designer's error or omission, the CM shall inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Supplementary Bulletins, Proposals and Change Orders.
- 1.6.8 Cash Flow Forecast – With the cooperation of the CC, the CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast.
- 1.6.9 CPM Schedule- All work should be done according to NYSDOT specification for CPM schedule. The CM is responsible for monitoring the accuracy and completeness of the CPM Schedule, to review the baseline and updates, provide analysis of delay, preparation of reports as required by the County, negotiation of delay claims and recommendation for recovery or necessary changes to complete the project within budget and schedule. The CM is responsible for the detailed review and acceptance of all logic, logic changes, durations, Work Breakdown Structure (WBS), resource and cost loading prior to acceptance. The CM's acceptance of the baseline schedule following review shall be deemed concurrence that the CC's schedule is workable. The CM shall evaluate CC's requests for extension of the Contract time and advise the County confidentially on the quantum and merits of such requests. The CC shall update the Master Schedule monthly to show progress, compile 2-week look-ahead from the Master Schedule and augment the same. The CM shall follow up with the CC who will prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. The CM shall review in a timely manner as per contract specification any delay claims and confer with the CCs, the PM and the County and agree upon recovery steps, as needed to complete the project within budget and schedule. Upon approval/acceptance of the baseline and subsequent to each monthly update, the CM shall timely prepare/distribute the schedule report consisting of project status, current critical issues, upcoming concerns, analysis of attribution of delays and suggested recovery steps with the County.
- 1.6.10 Temporary Office – Workspace will be provided to CM at 1194 Prospect Avenue, Westbury, NY 11590 for performing paperwork related to the project. Nassau County will provide a desktop computer to perform the office work related to this project. All other equipment, supplies, etc. are to be provided by the firm, as required.

2.0 Post-Construction Phase Services

- 2.1 Contract Closeout – The CM shall conduct final inspections of the completed project with County representative and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. If the project will be completed in phases, then multiple final inspections shall be conducted as needed. However, the contract will also require final inspection by NYSDOT Construction which shall be scheduled by CM. A punch list of items to

be completed if established by NYSDOT Construction during final inspection, if necessary, and resolved. After punch list work is completed, the Sponsor should submit all necessary Close-out Documents as per Chapter 17 of the LPM (formerly PLAFAP) manual to NYSDOT for their review and concurrence. The CM shall prepare Contract closeout documentation in accordance with Federal Aid policies and procedures and the NYS LPM (Formerly known as PLAFAP) manual. Specifically, the Close Out documents should include Section 17.2.1, 'Sponsor's Submission to the Region. Contract closeout is scheduled to be completed in 3 months following the completion of this project. The CM shall compile project record documents collected during the construction phase and supplement with any information collected during construction. The CM shall review any field changes and add to the record drawings, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified record drawings to the Engineer. In addition, the CM shall ensure that all files and documentation are complete and in order so that the County can maintain proper records in storage.

2.2 Claims and Disputed Work - The CM shall promptly review CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed the CM shall promptly refer the matter(s) under dispute to the County for interpretation. Advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, the CM shall schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, the CM shall prepare written response to CC's claims, incorporating the County's determination, where applicable.

2.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager / Inspector, as defined herein. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Designer.

3.0 Additional Services

3.1 Extended Construction and/or Post Construction Phase Services: The CM shall provide hourly rates and multiplier for all staff assigned to the project. The hourly rates plus multiplier shall include all costs, including overhead and profit. These rates shall be the sole basis for additional compensation for extended construction and/or post construction phase staffing services, subject to approval of the Commissioner.

3.2 Extra Services and Reimbursable Expenses as per the agreement and Appendix "B" Payment Schedule

Appendix "B"

Payment Schedule

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

A. AMOUNT OF CONSIDERATION

In consideration of all services, performed by the Firm (inclusive of sub-consultants, and all reimbursable expenses and additional/ extra services) under this Agreement, the County shall pay the Firm a total amount not to exceed eight hundred forty two thousand dollars and no cents, (\$842,000.00) including allowance. The Firm shall be compensated for such services by an amount equal to two and twenty-fifth hundred (2.25) times the actual salaries or wages paid to the technical personnel engaged in this project exclusive of payroll taxes, insurance, and any and all fringe benefits. (Maximum allowable Multiplier 2.25 for resident engineer/office engineer, inspectors for their services and for any extra services. For extra services, prior approval needed from Commissioner or his or her duly designated deputy).

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 salary increases 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, excluding Additional/ Extra Services, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and fifty dollars (\$150.00).

B. REIMBURSABLE EXPENSES

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

- A. The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.
- B. Direct reimbursement of site investigation, sub-surface exploration, utility location and mark-out services, and any other engineering related expenses as required.

C ADDITIONAL/ EXTRA SERVICES

(1) Additional / Extra Services. At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Additional/Extra Services under the allowance. The Firm shall not perform, nor be compensated for, additional/ extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Firm agrees to perform any such additional/ extra Services in accordance with the terms and conditions contained in this Agreement. For any additional/ extra services to be paid based on actual salaries, the CM firm shall be compensated for such services by an amount equal to two and twenty fifth hundredths (2.25) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The CM firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate of one hundred seventy-five dollars (\$175.00) exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate for all technical personnel and principals after application of the multiplier, shall not exceed one hundred seventy- five dollars (\$175.00) under allowances per hour.

As used herein, "Additional/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.

Additional/ Extra services may include, but not limited to the following:

- (a) Engineering services for immediate corrective measures.
- (b) Construction related emergency services.

(2) 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 working on all current County agreements with the Firm.

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:

Russell Z. Scott, PE (Name)
572 Walt Whitman Road, Melville, NY 11747 (Address)
631.427.5665 (Telephone Number)

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

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

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

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

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

04/03/2020 Russell Z. Scott

Dated
Signature of Chief Executive Officer

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

Sworn to before me this

03 day of April, 20 20

Corrine C. Collins
Notary Public



REQUEST TO INITIATE

RTI Number

17-0322A

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: pavement Marking Phase 10

Department: Public Works Project Manager: Saji Varughese

Date: 10/27/2017

Rev. 1/22/19

Service Requested: To provide Construction Management and Inspection services for Nassau County Pavement Markings Phase 10. The CM will manage all construction and post construction activities relating to this project.

Justification: This construction Management is essential to ensure this project is delivered on time within budget and is of the highest quality. Cost of this CM maybe reimbursable from Fed

Requested by: Civil/Site Construction management Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$ 344,880.00
Circle appropriate phaseTotal Project Cost: \$
Includes, design, construction and CM

Date Start Work:

Duration:

Phase being requested

Phase being requested

Capital Funding Approval: YES ☒ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code:

use this on all encumbrances

Timesheet Code:

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation

Department Head Approval:

YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval:

YES ☒ NO ☐

SIGNATURE

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

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

DCE/Ops Approval:
Version January 2014

YES NO

Signature _____

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: March 11, 2020

SUBJECT: Construction Management and Inspection Services – Highway/Bridge
Agreement No. H63029-1011CM; PIN 0760.56 and 0760.61
Recommendation of Firms
Construction Management/Inspection Services (CMI) for Proposed Pavement Marking
Phases 10 and 11.

The Department of Public Works intends to procure a firm to perform Construction Management and Inspection Services for the Proposed Pavement Marking Phases 10 and 11. Up to eighty percent (80%) of the project costs, including Construction Management and Inspection Services may be reimbursed by Federal Funds. The estimated cost of this agreement is eight hundred and forty-two thousand dollars (\$842,000.00), and it is expected to be completed in twenty-four (24) months, including project closeout time.

The technical proposals were evaluated by professional staff within the Department by Elisa Picca, Chief Deputy Commissioner, Harold T. Lutz, Director of Traffic Engineering, Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction, and Saji Varughese, Project Manager II. The results of the Technical Evaluation including Cost Proposals are as follows:

Firm Name	Original Tech Proposal Score	Rank	Proposed Fees *	Proposed Fees after BAFO
Nelson and Pope Engineering	83.75	1	\$859,600.00	\$842,000.00
LiRo Engineers	81.00	2	\$858,444.12	
M&J Engineering	74.50	3		
Cashin Associates	74.25	4		
Afridi – Lozier JV	68.00	5		

- * Proposed Fee is based on hourly rates for a Resident Engineer/Office Engineer, two (2) inspectors' times a multiplier for the anticipated project duration plus \$50,000.00 construction related engineering services.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive,

March 11, 2020

Page two

SUBJECT: Construction Management and Inspection Services -- Highway/Bridge Agreement No. H63029-1011CM; PIN 0760.56 and 0760.61
Recommendation of Firms
Construction Management/Inspection Services (CMI) for Proposed Pavement Marking Phases 10 and 11.

When the Technical Selection Committee scored all the proposals that were submitted by the firms, Nelson & Pope Engineers received the highest technical score of 83.75. LiRo Engineers received the second ranking with a score of 81.00. M&J Engineering, Cashin Associates and Afridi-Lozier joint venture received less than 75.00 points in their technical scores. Therefore, the committee opened the cost proposals from only the two (2) top firms to see who would present the best value to the County. Nelson and Pope's proposed team had better experience on similar construction projects and has a higher technical score. The Committee decided to request that Nelson and Pope Engineers give their Best and Final Offer (BAFO), which is in compliance with Federal Aid Guidelines for projects that are reimbursable with Federal funding. As they received the best technical score, and their BAFO is less than LiRo's proposed cost, they were acceptable to the Committee. So, the Committee decided to recommend this agreement with Nelson and Pope Engineers as the best value to the County, due to the qualifications, excellent experience and intimate familiarity with same scope of work. Nelson and Pope Engineer's and their subconsultant's team represents a well-rounded combination of expertise and holds the proper licenses and certifications for this task. Furthermore, it is the Department's recommendation for *Nelson and Pope Engineers* to provide the *Resident Engineer/Office Engineer and two (2) Inspectors for this project*.

Funding for these professional services is available under Capital Project No. 62153. There is potential for Federal reimbursement up to eighty percent (80%).

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



Kenneth G. Arnold
Commissioner

KGA:RM:RD:ac

c: Elisa Picca, Chief Deputy Commissioner
Rakhal Maitra, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Project Manager II

APPROVED:



Brian J. Schneider 3/12/2020
Brian J. Schneider
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

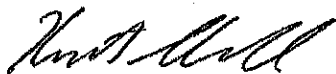
**COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo**

TO: Saji Varughese, Construction Inspector II
FROM: Office of the Commissioner
DATE: January 10, 2018
SUBJECT: CSEA Sub-Contracting Approval
C17-116 – H62153 10CM – CM Ph.10 Federal Aid Durable Marking Program

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as C17-116.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

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



Kenneth G. Arnold
Acting Commissioner

KGA:las

c: Rakhil Maitra, Deputy Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Saji Varughese, Construction Inspector II

FROM: Office of the Commissioner

DATE: September 24, 2018

SUBJECT: CSEA Sub-Contracting Approval
C18-031 – Construction Management Services - Pavement Marking Ph. II

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. The Department has determined that it will proceed with the above-referenced contract known as C18-031.

Please prepare the necessary documentation to proceed with your work.

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



Roseann D'Alleva
Deputy Commissioner

RD:las

c: Rakhal Maitra, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Richard Iadevaio Jr., Superintendent of Highways and Drainage Construction
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

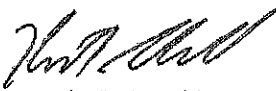
DATE: April 16, 2018

SUBJECT: CSEA Notification of a Proposed DPW Contract Agreement for Construction Management and Inspection Services for Pavement Marking Phase 11
 Proposed Contract Number: H62153-11CM

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 contract/agreement is for the work which as "historically and exclusively been performed by bargaining unit member".

1. DPW plans to recommend a contract/agreement for Construction Management and Inspection Service for DPW's Highway/Bridge Construction Group.
2. The work involves the following:
 Provide one (1) resident engineer/office engineer and two (2) inspectors on an "as-needed" basis for construction management and inspection service for Nassau County Pavement Marking Phase 11. Since this is a Fed-funded project, all the Construction Management staff are required to be well conversant with NYSDOT specifications, MURK, CEES, EBO and all other programs, as applicable. A concurrence by NYSDOT will also be necessary for the Construction Management staff. The resurfacing project will be managed by the DPW's Construction Management Unit, Highway/Bridge Construction Group.
3. An estimate of the cost is: \$504,224.00
4. An estimate of the duration is: Twelve (12) months

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


 Kenneth G. Arnold
 Commissioner

KGa:RM:WSN:ac

c: Christopher Nicolino, Director, Office of Labor Relations
 Rakhal Maitra, Deputy Commissioner
 William S. Nimmo, Deputy Commissioner
 Christopher Yansick, Unit Head, Financial Services Unit
 Diane Pyne, Unit Head, Human Resources Unit
 Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
 Loretta Dionisio, Hydrogeologist II
 Jonathan Lesman, Management Analyst II
 Saji Varughese, Construction Inspector II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: November 3, 2017

SUBJECT: CSEA Notification of a Proposed DPW Contract Agreement
 Construction Management and Inspection Agreement for DPW's Highway/Bridge
 Construction Group
 Proposed Contract No. H62153 10CM - Nassau County Pavement Markings, Phase 10

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

1. DPW plans to recommend an agreement for Construction Management and Inspection Service for DPW's Highway/Bridge Construction Group.
2. The work involves the following:

Provide one (1) resident engineer/office engineer and one (1) inspector for all construction management and inspection services for Nassau County pavement markings phase 10. This construction project is going to be managed by the DPW's Construction Management Unit, Highway/Bridge Construction Group. Since this project is funded by Federal Highway Administration, NYSDOT specifications and Standard Sheets must be followed for construction and up to eighty percent (80%) of the CM costs may be reimbursed from Fed.

3. An estimate of the cost is: \$344,880.00
4. An estimate of the duration is: Twelve (12) months

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



Kenneth G. Arnold
 Assistant to Commissioner

KGA:RM:WSN:ac

c: Christopher Fusco, Director, Office of Labor Relations
 Ernst Bonaparte, Deputy County Attorney
 Rakhal Maitra, Deputy Commissioner
 William S. Nimmo, Deputy Commissioner
 Diane Pyne, Unit Head, Human Resources Unit
 Richard Iadevaio, Superintendent of Highway and Drainage Construction
 Loretta Dionisio, Hydrogeologist II
 Jonathan Lesman, Management Analyst II
 Saji Varughese, Construction Inspector 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)

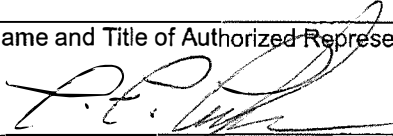
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(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



04/06/2020

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)

2/27/2020

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

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: Alyson Graziosi PHONE (A/C, No, Ext): 516-869-8788 E-MAIL ADDRESS: agraziosi@crpggrp.com		FAX (A/C, No): 1-516-706-2973
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Trumbull Insurance Company		
		INSURER B: Continental Insurance		35289
		INSURER C: Travelers Indemnity Company		25658
		INSURER D: Berkley Insurance Company		32603
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 698266017

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			12UENBJ3980	8/14/2019	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP81M3928119NF	8/14/2019	8/14/2020	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	PROFESSIONAL LIABILITY			AEC-9035314-06	3/8/2020	3/8/2021	\$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 is included as an additional insured under General Liability where required by 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

POLICYHOLDER N & P ENGINEERING, ARCHITECTURE AND LAND SURVEYING PLLC 572 WALT WHITMAN RD MELVILLE NY 11747	CERTIFICATE HOLDER NASSAU COUNTY DPW 1194 PROSPECT AVENUE WESTBURY NY 11590
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POLICY NUMBER G 1254 137-1	CERTIFICATE NUMBER 522155	POLICY PERIOD 01/01/2020 TO 01/01/2021	DATE 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 Engineering, Architecture, & Land Surveying, PLLC
Address (street/city/state/zip code):	572 Walt Whitman Road, Melville, NY 11747
Authorized Representative (name/title):	Russell Z. Scott, PE
Authorized Signature:	
Contract Number:	H62153-1011
Contract/Project Name:	PIN 0760.56 and 0760.61
Contract/Project Description:	Construction Management and Inspection Services for Pavement Marking Phase 10 and Phase 11

Part 2- Projected MBE/WBE Contract Summary:

	Amount (\$)	Percentage (%)
Total Dollar Value of the Prime Contract	\$842,000.00	78.84 %
Total MBE Dollar Amount		MBE Contract Percentage
Total WBE Dollar Amount	\$178,200.00	WBE Contract Percentage (DBE)
Total Combined M/WBE Dollar Amount	\$178,200.00	Combined M/WBE Contract Percentage
		21.16 %