



Certified:

**E-140-20**

Filed with the Clerk of the  
Nassau County Legislature on  
October 22, 2020 2:33 pm

**NIFS ID:CFPW20000029 Department: Public Works**

**Capital: X**

SERVICE: Long Beach Central Signal Design T62023-04D-PIN 989.21

Contract ID #:CFPW20000029

NIFS Entry Date: 02-SEP-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

<b>Vendor Info:</b>	
Name: <b>N&amp;P Engineering, Architecture and Land Surveying, PLLC</b>	Vendor ID#: [REDACTED]
Address: 70 Maxess Road  Melville, NY 11747	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Christopher Paggi
Address: NCDPW  1194 Prospect Ave.  Westbry, NY 11590  Phone: 516-571-6889

## Routing Slip

Department	NIFS Entry: X	02-SEP-20 -- EKOBEL
Department	NIFS Approval: X	02-SEP-20 -- RDALLEVA
DPW	Capital Fund Approved: X	02-SEP-20 -- RDALLEVA
OMB	NIFA Approval: X	10-SEP-20 -- CNOLAN
OMB	NIFS Approval: X	02-SEP-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	02-SEP-20 -- AAMATO
County Atty.	Approval to Form: X	03-SEP-20 -- NSARANDIS

<b>CPO</b>	<b>Approval: X</b>	<b>19-OCT-20 -- KOHAGENCE</b>
<b>DCEC</b>	<b>Approval: X</b>	<b>19-OCT-20 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>20-OCT-20 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>22-OCT-20 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> This contract is to establish a personal services agreement between Nassau County and Nelson and Pope to provide design services for the project known as Long Beach Central Signal Design. The services include, but are not limited to, developing a technical report, plans, specifications, and estimates for the construction of 32 traffic signals, 4 VMS's and 3 traffic cameras in Long Beach and Lido Beach. Capital project number 62023 - FEDERAL AID PIN 0989.21.
<b>Method of Procurement:</b> A Request for Proposals was placed for a four week period. Following a review of eight (8) technical proposals, Nelson and Pope was rated highest qualified with a cost proposal that is fair and reasonable for the amount of work required.
<b>Procurement History:</b> A Request for Proposals was placed for a four week period. Newsday (10/28/19, 11/4, 11/11, 11/18), eProcure (10/28/19-11/25/19), NYS Contract Reporter (10/28/19-11/25/19)
<b>Description of General Provisions:</b> The purpose of this contract is to establish a personal services agreement between Nassau County and Nelson and Pope to provide design services for the project known as Long Beach Central Signal Design in the amount of \$438,379 to be paid from capital project number 62023. This is a FEDERAL AID job. PIN 0989.22.  The purpose of this project is to prepare plans, specifications and other related documents for the replacement of existing traffic signal control equipment, and the installation of variable message signs (VMS) and traffic cameras, which will connect to the County's existing communication infrastructure. The design and construction will allow the County to replace traffic signals and communications equipment that was damaged from Superstorm Sandy to improve safety, maximize roadway capacity, minimize delays along these arterials, and mitigate for future events.
<b>Impact on Funding / Price Analysis:</b> The costs associated with this contract have been budgeted in the Capital Plan. This maximum amount of this agreement is \$438,379 of which 80% (\$350,703) is eligible for Federal Aid reimbursement. Contract has current MWBE utilization rate of 18.28%. Capital Project 62023.
<b>Change in Contract from Prior Procurement:</b> N/A.
<b>Recommendation: (approve as submitted)</b> Approve as Submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP					
Control:	62	Revenue		1	PWCAPCAP/62023/00002/001	\$ 438,379.00
Resp:	023	Contract:				\$ 0.00
Object:	00002	County	\$ 0.00			\$ 0.00
Transaction:	CF	Federal	\$ 350,703.00			\$ 0.00

Project #:	62023	State	\$ 0.00			\$ 0.00
Detail:	001	Capital	\$ 87,676.00			\$ 0.00
<div>RENEWAL</div> <div>% Increase</div> <div>% Decrease</div>		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 438,379.00		TOTAL	\$ 438,379.00

RULES RESOLUTION NO.    – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE 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 various services as provided in the contract in connection with the Long Beach Central Signal Design Project, 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.



## Nassau County Interim Finance Authority

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

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

**2. Dollar amount requiring NIFA approval:** \$438379

**Amount to be encumbered:** \$438379

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: 12 months**

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

If yes, please explain:

**4. Funding Source:**

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

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

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? N

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

The purpose of this contract is to establish a personal services agreement between Nassau County and Nelson and Pope to provide design services for the project known as Long Beach Central Signal Design in the amount of \$438,379 to be paid from capital project number 62023. This is a FEDERAL AID job. PIN 0989.21.

**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

10-SEP-20

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

Jack Schnirman  
Comptroller



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

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

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

**CONTRACTOR NAME:** Nelson & Pope Engineering, Architecture, and Land Surveying

**CONTRACTOR ADDRESS:** 70 MAXESS 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 10.28.2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday (10/28, 11/4, 11/11, 11/18) [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 11.25.2019 [date]. Eight [state #] proposals were received and evaluated. The evaluation committee consisted of: Harold T. Lutz, Director of Traffic Engineering; Christopher Paggi, Assistant Director of Traffic Engineering; Michael Hagan, Traffic Engineer III; and Jeff Lindgren, Traffic Engineer 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.

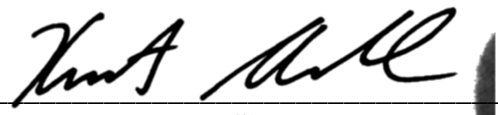
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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

08/03/20

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: 70 MAXESS ROAD MELVILLE NY US 11747

Vendor's EIN or TIN: 11-3551992

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
10/07/2020 10:42:22 AM

Lobbyist Registration and Disclosure Form:  
07/01/2020 01:18:11 PM

Business History Form certified:  
07/01/2020 01:15:49 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
09/25/2020 01:29:02 PM

# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Thomas F. Lembo, PE [TLEMBO@NELSONPOPE.COM]	07/01/2020 01:20:20 PM
Robert G. Nelson, Jr., PE [RNELSON@NELSONPOPE.COM]	07/01/2020 01:23:09 PM
Gregory D. Peterman, PLS [GPETERMAN@NELSONPOPE.COM]	07/01/2020 01:35:13 PM
Russell Z. Scott, PE [RSCOTT@NELSONPOPE.COM]	07/01/2020 02:27:06 PM
Thomas C. Dixon, PE [TDIXON@NELSONPOPE.COM]	07/01/2020 01:25:50 PM
Eric J. McFerran, PE [EMCFERRAN@NELSONPOPE.COM]	07/01/2020 01:33:29 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*

10/07/2020 10:50:31 AM

*Date*

## 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: 07/01/2020

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

2) Address of Place of Business: 70 MAXESS ROAD

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

Country: US

Address: 572 Walt Whitman Road

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

Country: US

Start Date: 01-JAN-54 End Date: 15-JUN-20

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

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

Country: US

Phone: (631) 427-5665

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

4) Dun and Bradstreet number:

5) Federal I.D. Number:

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:

& [REDACTED]

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:

& [REDACTED]

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\_10.17.19x.pdf

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

Refer to attached page.

1 File(s) Uploaded: BHF\_ Ques \_ 17 A i\_ii\_iii (Bus Hx Form resp 17 A\_i\_ii\_iii\_rev 09.17.2019x).pdf

(ii) Any family relationship that any employee of your firm has with any County public servant that may

create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Refer to attached page.

1 File(s) Uploaded: BHF\_Ques \_ 17 A i\_ii\_iii (Bus Hx Form resp 17 A\_i\_ii\_iii\_rev 09.17.2019x).pdf

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

Refer to attached page.

1 File(s) Uploaded: BHF\_Ques \_ 17 A i\_ii\_iii (Bus Hx Form resp 17 A\_i\_ii\_iii\_rev 09.17.2019x).pdf

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

Refer to attached page.

1 File(s) Uploaded: BHF\_Ques \_ 17 B (Bus Hx Form resp 17 B\_rev 09.17.2019x).pdf

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/01/1954

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

*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

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]@ [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]@ [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]@ [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**

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

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

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

Senior Partner/Compliance Officer  
Title

07/01/2020 01:15:49 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
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying 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 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
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying 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 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
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying 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. SOARA, 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

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. SOARA, RA

VICTOR BERT, PE • GARY S. BECKER, PE

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

## Business History Form Responses to Question 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.

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

### Partners Information as of 01/01/2020

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

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

### Partners Information as of 01/01/2020

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



**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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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: 10/07/2020 10:42:22 AM

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: 07/01/2020 01:18:11 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: 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.

**CERTIFICATION**

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

N&P Engineering, Architecture and Land Surveying,  
PLLC

---

Name of submitting business

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

---

Senior Partner  
Title

---

07/01/2020 01:25:50 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
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying 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 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.

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

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

**CERTIFICATION**

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

N&P Engineering, Architecture and Land Surveying,  
PLLC

---

Name of submitting business

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

---

Senior Partner  
Title

---

07/01/2020 01:20:20 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
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying 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: 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 and Land Surveying,  
PLLC

---

Name of submitting business

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

---

Senior Partner  
Title

---

07/01/2020 01:33:29 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
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying 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: Robert G. Nelson, Jr., PE  
Date of birth: 02/19/1951  
Home address: 10 Topland Place  
City: East Northport State/Province/Territory: NY Zip/Postal Code: 11731  
Country: US

Business Address: 70 MAXESS ROAD  
City: MELVILLE State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: (631) 427-5665

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

List of other addresses and telephone numbers attached

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

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

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

YES ☒ NO ☐ If Yes, provide details.

Partner in firm.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

See attached.



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

YES ☒ NO ☐ If Yes, provide details.

Affiliates of N&P have been awarded governmental contracts.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Robert G. Nelson, Jr., 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, 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.

**CERTIFICATION**

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

N&P Engineering, Architecture and Land Surveying,  
PLLC

---

Name of submitting business

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

---

Senior Partner  
Title

---

07/01/2020 01:23:09 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
<b>Nelson, Robert, Jr.</b> 10 Topland Place, East Northport, NY 11731	11.7404%	-	11.7404%	13.6244%	-	-	-	17.1978%	-	-	-
<b>Lembo, Thomas</b> 3 Cousins Street, Fort Salonga, NY 11768	18.4126%	-	18.4126%	13.9333%	-	-	-	19.4860%	-	-	-
<b>Peterman, Gregory</b> 4 Ormont Lane, Stony Brook, NY 11790	13.6166%	-	13.6166%	10.2965%	-	-	-	-	-	-	-
<b>McFerran, Eric</b> 9 Hawkins Drive, Northport, NY 11768	18.4126%	-	18.4126%	14.4172%	-	-	-	19.4860%	-	-	-
<b>Dixon, Thomas</b> 50 Oakland Street, East Patchogue, NY 11772	14.3201%	-	14.3201%	10.8892%	-	-	-	15.1551%	-	-	-
<b>Scott, Russell</b> 1001 4th Street, East Northport, NY 11731	10.8451%	-	10.8451%	8.4917%	-	-	-	11.4773%	-	-	-
<b>Sciara, Michael</b> 32 Forest Drive, Plainview, NY 11803	5.4054%	-	5.4054%	4.4882%	-	-	-	-	-	-	-
<b>Crane, Matthew</b> 420 Grove Avenue, Patchogue, NY 11772	7.2472%	-	7.2472%	-	-	-	-	-	10.0000%	-	-
<b>Voorhis, Charles</b> 17 Buena Vista Road, Port Jefferson, NY 11777	-	7.0000%	-	10.2351%	-	-	6.2500%	-	-	-	-
<b>McGinn, Steven</b> 30 Karp Drive, Islip Terrace, NY 11752	-	12.2500%	-	-	-	-	6.2500%	-	-	-	-
<b>Eiseman, Kathryn</b> 167 South Country Road, Bellport, NY 11713	-	10.0000%	-	-	-	-	6.2500%	-	-	-	-
<b>O'Farrell, Carrie</b> 116 The Crescent, Babylon, NY 11702	-	12.7500%	-	-	-	-	6.2500%	-	-	-	-
<b>Franson, Bonnie (Maria)</b> 20 Bridge Street, Monroe, NY 10950	-	2.5000%	-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b> 8 Crescent Place, Monroe, NY 10950	-	4.5000%	-	-	-	-	-	-	-	-	
<b>Russo, Michael</b> 307 Nielson Street, Dix Hills, NY 11746	-	-	-	-	-	-	-	-	35.0000%	-	-
<b>Monahan, Patrick</b> 11 Joyce Road, Eastchester, NY 10709	-	-	-	-	-	-	-	-	35.0000%	-	-
N&P, Engineers & Land Surveyor, PLLC	-	51.0000%	-	-	50.0000%	100.0000%	-	-	10.0000%	30.00%	80.00%
Nelson Pope & Voorhis, LLC	-	-	-	-	50.0000%	-	75.00%	-	10.0000%	-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-	70.00%	-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	20.00%
	100.0000%	100.0000%	100.0000%	86.3756%	100.0000%	100.0000%	100.0000%	82.8022%	100.0000%	100.0000%	100.0000%
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying 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: Gregory D. Peterman, PLS

[REDACTED] [REDACTED]  
[REDACTED] [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, 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 and Land Surveying,  
PLLC

---

Name of submitting business

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

---

Senior Partner

Title

---

07/01/2020 01:35:13 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
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying 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**

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

N&P Engineering, Architecture and Land Surveying,  
PLLC

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Russell Z. Scott, PE [RSCOTT@NELSONPOPE.COM]

---

Senior Partner  
Title

---

07/01/2020 02:27:06 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
Tax ID	11-3551992	11-3353292	11-3237008	11-3332281	42-1564513	20-0466961	26-3957238	81-0721476	(81-3261538)	27-4404689	46-0604678
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying 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: 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.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Robert G. Nelson, Jr., 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, 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.

**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:

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
<b>Nelson, Robert, Jr.</b>		-			-	-	-		-	-	-
<b>Lembo, Thomas</b>		-			-	-	-		-	-	-
<b>Peterman, Gregory</b>		-			-	-	-	-	-	-	-
<b>McFerran, Eric</b>		-			-	-	-		-	-	-
<b>Dixon, Thomas</b>		-			-	-	-		-	-	-
<b>Scott, Russell</b>		-			-	-	-		-	-	-
<b>Sciara, Michael</b>		-			-	-	-	-	-	-	-
<b>Crane, Matthew</b>		-		-	-	-	-	-		-	-
<b>Voorhis, Charles</b>	-		-		-	-		-	-	-	-
<b>McGinn, Steven</b>	-		-	-	-	-		-	-	-	-
<b>Eiseman, Kathryn</b>	-		-	-	-	-		-	-	-	-
<b>O'Farrell, Carrie</b>	-		-	-	-	-		-	-	-	-
<b>Franson, Bonnie (Maria)</b>	-		-	-	-	-	-	-	-	-	-
<b>Stach, Maximilian</b>	-		-	-	-	-	-	-	-	-	-
<b>Russo, Michael</b>	-	-	-	-	-	-	-	-		-	-
<b>Monahan, Patrick</b>	-	-	-	-	-	-	-	-		-	-
N&P, Engineers & Land Surveyor, PLLC	-		-	-			-	-			
Nelson Pope & Voorhis, LLC	-	-	-	-		-		-		-	-
Haks Engineers, Architects and Land Surveyors	-	-	-	-	-	-	-	-	-		-
Gayron de Bruin, Land Surveying and Engineering, PC	-	-	-	-	-	-	-	-	-	-	
<i>Description of Services</i>	Provides Engineering & Surveying to Nelson Pope & Voorhis and Hawkins Webb & Jaeger and General Public	Provides Environmental Consulting Services to Nelson & Pope and Hawkins Webb & Jaeger and General Public	Provides Surveying Services to Nelson & Pope Exclusively	Owens Buildings Leased by Nelson & Pope Exclusively	Provides Management Services to Hawkins Webb & Jaeger Exclusively	Provides Architectural, Engineering & Surveying 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

COUNTY OF NASSAU

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

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

Address: 70 MAXESS ROAD

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

Country: US

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

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

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

1 File(s) uploaded VDF\_Ques 4 & 5\_NP ONLY Partners\_Ownership w-add\_01.03.2020.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: 07/01/2020 12:14:10 PM

Title: Senior Partner/Compliance Officer

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

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

## **Partners Information as of 01/01/2020**

	Ownership	Position	Profession	State	Lic #
<b>Nelson, Robert, Jr.</b>	██████	Partner	Engineer	NY	57296
████████████████████					
<b>Lembo, Thomas</b>	██████	Partner	Engineer	NY	74701
████████████████████				FL	58849
<b>Peterman, Gregory</b>	██████	Partner	Surveyor	NY	50213
████████████████████				CT	70061
<b>McFerran, Eric</b>	██████	Partner	Engineer	NY	76844
████████████████████					
<b>Dixon, Thomas</b>	██████	Partner	Engineer	NY	80973
████████████████████				CT	24626
<b>Scott, Russell</b>	██████	Partner	Engineer	NY	87707
████████████████████					
<b>Sciara, Michael</b>	██████	Partner	Architect	NY	31986
████████████████████					
<b>Crane, Matt</b>	██████	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 PAVEMENT MARKINGS (pin 0760.56 & 0760.61)** that none of the above affiliates/related companies may take part in the performance of the contract.

**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:** February 27, 2020

**SUBJECT:** Long Beach Central Signal Design  
RFP No. PW-T62023-04D – PIN 0989.21  
**RECOMMENDATION OF AWARD**

The Nassau County Department of Public Works (NCDPW) desires to procure design services for Long Beach Central Signal Design. The scope of work involves the design of thirty-two (32) traffic signals, three (3) CCTV cameras, four (4) VMS, and associated network communications in the central Long Beach area.

The "Request for Proposal" (RFP) was prepared in conformance with the Department's Policy for assessing understanding, technical approach, statement qualification, firm capability, and past relevant experiences. The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter, and in Newsday.

The County received eight (8) responses to the RFP, all of the proposals were eligible for review.

The technical proposals were evaluated by professional staff within the Department: Harold T. Lutz, Director of Traffic Engineering; Christopher Paggi, Assistant Director of Traffic Engineering; Michael Hagan, Traffic Engineer III; and Jeff Lindgren, Traffic Engineer II.

<b>Firm Name</b>	<b>Technical Rating</b>	<b>Rank</b>	<b>Cost Proposal</b>
Nelson and Pope	89.00	1	\$398,526.00
LKMA	82.50	2	\$596,865.00
VHB	78.25	3	\$422,937.00
Cameron	75.75	4	\$660,689.00
AECOM	62.50	5	\$962,820.00
M&J	57.75	6	\$626,681.00
LIRO	54.00	7	\$613,355.00
Gedeon	49.00	8	\$1,137,788.00

Nelson and Pope was technically ranked number one among the submittals from the eight (8) firms. Nelson and Pope's team staff and experience will provide best value to the County and has the lowest cost proposal among the eight (8) firms. The initial design services cost estimate for this project was six hundred and seventy thousand dollars (\$670,000.00). The criteria used to assess the best value to the County incorporated the proposal's ability to satisfy the requirements detailed in the scope of work, the proposing firm's capacity to provide the proposed services defined in the proposal within the requisite time frame, the proposing firm's related experience pertaining to County traffic signal design requirements, and the County's previous experience with the quality of work submitted by each of the proposing firms in past projects.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

February 27, 2020

SUBJECT: Long Beach Central Signal Design  
RFP No. PW-T62023-04D – PIN 0989.21  
**RECOMMENDATION OF AWARD**

As such, it was determined that Nelson and Pope's proposed fee of three hundred and ninety-eight thousand, five hundred and twenty-six dollars (\$398,526.00) represents a fair fee for the proposed services. Additionally, due to the aggressive schedule for this project, it is in our opinion that Nelson and Pope will provide the best level of satisfaction for the proposed services given their experience with similar recent County projects.

It is the Department's recommendation that Nelson and Pope be retained for this contract and that a total fee of \$438,379 which is the submitted fee + 10% contingency be approved. Funding for said services is available under Capital Project Number 62023.

Following your approval, or disapproval, we will proceed accordingly. With your concurrence, the Department will process the agreement through the appropriate approvals.




Kenneth G. Arnold  
Commissioner

KGA:JGP:HTL:ac

c: Joseph G. Pecora, Deputy Commissioner  
Harold T. Lutz, Director of Traffic Engineering  
Christopher Paggi, Assistant Director of Traffic Engineering

APPROVED:

DISAPPROVED:

 2/25/2020  
Brian J. Schneider                      Date  
Deputy County Executive

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

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this “Agreement”), dated as of the date (the “Effective Date”) that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the “Department”) and (ii) N&P Engineering, Architecture and Land Surveying, PLLC, having its principal office at 70 Maxess Road, Melville, New York 11747 (the “Firm” or the “Contractor”).

### W I T N E S S E T H:

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

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

2. Services. (a) The services to be provided by the Firm under this Agreement for T62023-04D, Long Beach Central Signal Design shall consist of the specific work divisions and deliverables related to this project as described in and subject to the “Detailed Scope of Services,” attached hereto and hereby made a part hereof as Appendix “A”. Services that were included in the firm’s proposal shall be considered part of the Agreement and shall be provided, at the request of the Department (the “Services”).

3. Payment. (a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm’s services under this Agreement shall be payable as subject to and set forth in the “Payment Schedule,” attached hereto and made hereby part hereof as Appendix “B”.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the “Voucher”) in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services

rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

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

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

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be



determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

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

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

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

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial

general liability insurance, which policy(ies) shall name “Nassau County” as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor’s employees (“Workers’ Compensation Insurance”), which insurance is in compliance with the New York State Workers’ Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three dollars and no cents (\$ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

N&P Engineering, Architecture and Land Surveying,  
PLLC

By: 

Name: RUSSELL Z. SCOTT

Title: SENIOR PARTNER

Date: 7.13.20

NASSAU COUNTY

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

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

Title: County Executive

☐ Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

COUNTY OF SUFFOLK)

On the 13 day of July 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 Senior Partner of N&P Engineering, Architecture and Land Surveying, PLLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Conn C. Clev



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”

### DETAILED SCOPE OF SERVICES

#### **Scope of Services**

The Scope of Services (“Scope”) outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this job title and compensation review and analysis.

#### **Overview**

1. Under Contract with Nassau County the successful Firm shall develop a technical report, plans, specifications, and estimates for the construction for this project.
2. This work shall include the design of 32 traffic signals, 4 VMS’s and 3 traffic cameras at the following locations:

#### **Traffic Signals**

	<b>Signal #</b>	<b>Artery</b>		<b>Cross Street</b>	<b>Hamlet</b>
1	4654	Park Ave	@	EB w/o Long Beach Blvd	Long Beach
2	41059	Park Ave	@	WB w/o Long Beach Blvd	Long Beach
3	41072	Park Ave	@	Long Beach Blvd	Long Beach
4	41060	Park Ave	@	Monroe Blvd	Long Beach
5	41061	Park Ave	@	Lincoln Blvd	Long Beach
6	41062	Park Ave	@	Franklin Blvd	Long Beach
7	41063	Park Ave	@	Neptune Blvd	Long Beach
8	41064	Park Ave	@	Roosevelt Blvd	Long Beach
9	41065	Park Ave	@	Pacific Blvd	Long Beach
10	41066	Park Ave	@	Maple Blvd	Long Beach
11	41144	Lido Blvd	@	Blackhealth Blvd	Lido Beach
12	41058	East Park Ave	@	Riverside Blvd	Long Beach
13	4645	East Park Ave	@	EB w/o Riverside Blvd	Long Beach
14	4644	East Park Ave	@	WB w/o Riverside Blvd	Long Beach
15	41056	East Park Ave	@	Edwards Blvd	Long Beach
16	41463	East Park Ave	@	WB e/o Centre St/LIRR	Long Beach
17	41055	East Park Ave	@	Centre St	Long Beach
18	41054	East Park Ave	@	National Blvd	Long Beach
19	4653	East Park Ave	@	EB w/o National Blvd	Long Beach
20	41053	East Park Ave	@	WB w/o National Blvd	Long Beach
21	41052	East Park Ave	@	Magnolia Blvd	Long Beach
22	41051	East Park Ave	@	Laurelton Blvd	Long Beach
23	41050	East Park Ave	@	Lafayette Blvd	Long Beach
24	41049	East Park Ave	@	Washington Blvd	Long Beach
25	41048	East Park Ave	@	Lindell Blvd	Long Beach
26	41047	East Park Ave	@	Grand Blvd	Long Beach
27	41046	West Park Ave	@	New York Ave	Long Beach

28	41045	West Park Ave	@	Delaware Ave	Long Beach
29	41043	West Park Ave	@	Maryland Ave	Long Beach
30	41042	West Park Ave	@	Indiana Ave	Long Beach
31	41437	West Park Ave	@	Ohio Ave	Long Beach
32	41529	National Blvd	@	s/o West Hudson St	Long Beach

### **Traffic Cameras**

	<b>Artery</b>		<b>Cross Street</b>	<b>Hamlet</b>
1	West Park Ave	@	Laurelton Blvd	Long Beach
2	Long Beach Blvd	@	East Park Ave	Long Beach
3	East Park Ave	@	Neptune Blvd	Long Beach

### **VMS**

	<b>Artery</b>		<b>Cross Street</b>	<b>Hamlet</b>	<b>Direction</b>
1	West Park Ave	@	Laurelton Blvd	Long Beach	Eastbound Traffic
2	West Park Ave	@	Laurelton Blvd	Long Beach	Westbound Traffic
3	East Park Ave	@	Neptune Blvd	Long Beach	Eastbound Traffic
4	East Park Ave	@	Neptune Blvd	Long Beach	Westbound Traffic

Work will include the design of all associated equipment. Electrical conduit shall be tested and deteriorated conduit shall be replaced where necessary. All work shall include mitigation measures for future storms equivalent to Superstorm Sandy.

3. Where communications exist, this design will incorporate the use of existing copper and fiber optic communications back to the Traffic Management Center in Westbury. Some locations may require the replacement of portions of communications cable or the installation of wireless communications.
4. The selected firm will provide contract documents in accordance with New York State Department of Transportation (NYSDOT) and the Procedures for Locally Federal Aid Projects Manual. Special coordination will be required in order to insure NYSDOT approval of the Advanced Detail Plans (ADP) and Plans, Specifications and Estimate (PS&E). All project work is intended to occur within public Right-of-Way (ROW).
5. The selected Firm shall be excluded from consideration for the construction related request for proposals that will succeed the final design.

### **Data Collection and Survey**

1. The Firm will be required to survey, evaluate, and summarize existing traffic signal equipment for thirty-two (32) signals listed in Section C.2. This summary should include left turn signals, vehicle head size, location and layout, emergency vehicle and /or railroad pre-emption, controller type, crosswalks, vehicle detection type, mast arm and strain pole heights, and condition of equipment.
2. The firm will be required to evaluate proposed signal work with the Nassau County Project Manager and forward their recommendations to the County for review.
3. The selected firm will be required to survey, evaluate and prepare a written report of the proposed VMS and camera locations listed in Section C.2. The selected firm shall develop a table and map indicating locations where adequate right-of-way exists to allow for the installation of a sign structure foundation and pole without disruption of existing underground utilities. The selected firm must ensure that adequate pedestrian

facilities will be retained following installation, that there will be minimum overhead utility disruption, and ensure that each VMS sign will be clearly visible from the motorist's vantage point.

- 4 Although four (4) proposed VMS and three (3) camera locations have been identified, available right of way, viewing distance, underground utilities, and project budget may reduce the actual number of locations that will require a design plan. The County reserves the right to omit a location and replace with a new location. The selected firm may propose alternate locations to the project manager for review.
- 5 The selected firm will be required to evaluate the proposed locations in consultation with the Nassau County Project Manager and forward their recommendations to the County Project Manager.
- 6 Each location where work is necessary, mapping at a scale of 1" = 20' shall be obtained or created. 1:20 plans shall be prepared for each intersection where work will be performed.
- 7 The Firm shall perform archival search for property lines and right-of-way based on information available on tax maps and deeds. The Firm shall solicit underground and overhead information from involved utility companies.
- 8 Interconnect mapping shall be developed at a scale of 1" = 40' on an as-needed basis or as ordered by the project manager. 1:40 interconnect plans shall be developed only for locations where interconnect cable or conduit is being replaced or repaired as the result of storm damages.
- 9 Field edit plans. Identify features that may impact proposed work. This includes but is not limited to poles, hydrants, signs, fencing, manholes, storm water catch basins, and trees. The field survey should insure that no underground or overhead utilities are affected by the proposed installation.
- 10 Although not every signal may require a full rebuild, signals that are being modified will also require plan sheets.
- 11 The selected Firm shall conduct an evaluation of the pedestrian ramps within the area where work is being conducted. The evaluation shall follow PROWAG and Nassau County guidelines.

## Mapping

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

## Data Development

1. Develop data tables to categorize existing traffic signal locations including the Nassau County numerical designations for each location.
2. Develop data table to categorize proposed roadway speed data collection locations.
3. Develop data table to categorize incident management camera locations and proposed new camera locations.
4. Develop a table to categorize Curb Ramps based upon location, type, and size.

## Technical Design Report (TDR)

1. The TDR shall evaluate recommended improvements and mitigation for the scope of this project. The Firm will work with Nassau County to assess the technologies that best suit the project site areas. The firm shall prepare a technical design report that will include, at a minimum, the following:
  - i. Description of existing conditions and associated problems;
  - ii. Description of the scope of work;
  - iii. Design criteria;
  - iv. Recommended mitigation measures;
  - v. Schedule of anticipated design drawings;
  - vi. Construction Schedule;
  - vii. Preliminary cost estimation;
  - viii. Inventory of curb ramps;
  - ix. Evaluation of the use of APS signaling
2. While other documents may be cited for reference, the Technical Design Report must be able to stand on its own as the basis for design. The firm shall submit the report (5 copies) in draft form for review by the County. The firm shall meet with the County to discuss review comments and then revise and resubmit in final form (5 copies).

### **Specifications**

1. NYSDOT Specifications and NYSDOT/Nassau County Special Specifications will be used for this design project. The Firm shall communicate any changes to NYSDOT and Nassau County specifications for approval by the County.
2. The Firm may be required to create new special specifications for items not currently used by the County. These new items would require submittal to NYSDOT for review and approval.
3. Final project specifications shall be stamped and signed by a New York State Professional Engineer.

### **County-Supplied Data**

1. To the extent possible, Nassau County will provide information regarding the existing traffic signals and interconnect infrastructure at site locations. This information will be in the form of as-built plans and diagrams indicating above ground and underground cable locations as well as existing signal equipment. Plans showing the existing interconnect wiring will also be provided.
2. Nassau County can provide access to the Nassau County Geographical Information System (GIS) to assist in base map generation.
3. Nassau County will provide electronic files for all standard contract requirements.

### **Evaluation of Pedestrian Ramps**

1. The Firm shall conduct an evaluation of the pedestrian ramps within the project area. The evaluation and subsequent design shall follow PROWAG and Nassau County guidelines.
2. For new pedestrian ramps that are installed under this project that do not meet PROWAG and Nassau County guidelines, a non-standard ramp justification form must be completed.

### **Pedestrian Signals**

1. The selected Firm shall conduct an Accessible Pedestrian Signal (APS) feasibility evaluation for all intersections within the project area. The evaluation shall follow Nassau County guidelines. Those crossings where APS signaling is determined a priority will be included in the design services and added to the construction documents.
2. Pedestrian crossings shall incorporate pedestrian countdown signaling.

### **Final Design (ADP)**

1. Develop and provide for County review, three (3) half-scale sets of advanced detail plans (approximately 90 percent complete) along with specifications and estimate of quantities for all traffic signals requiring a full re-build for each project.
2. Each proposed signal plan sheet must be accompanied by an equipment removal plan sheet and a cabinet wiring diagram table.
3. Advanced detail plans for each location shall identify curb lines, sidewalks, driveways, ROW, property lines, existing N.C. traffic equipment, and relevant utility information.
4. Engineers Estimate of Quantities table shall be provided.
5. Final plans shall be stamped and signed by a New York State Professional Engineer.

### **Final Plans (PS&E)**

1. Modify the 1" = 20' advanced detail plans and estimate of quantity sheets in accordance with the County review for each project.
2. Prepare and submit one (1) completed copy of the complete PS&E package and contract documents with Nassau County Boilerplate for each project.
3. Prepare and submit final plans on paper, including the specifications and estimate of quantities for each project.
4. Estimate of quantities shall be listed in excel spreadsheet format, broken down by intersection, as well as one (1) master quantities sheet totaling item quantities for the entire project.
5. Submit eight (8) half-scale copies of the plans on paper and AutoCAD electronic files following final County approval, including the specifications and estimate of quantities for each project.

### **Meetings**

1. Attend review meetings with the County and appointed consultants on the average of once per month in order to review job progress, resolve design issues and address and resolve other questions. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
2. Attend all meetings with the County and representatives of DOT and/or Public in relation to these projects. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
3. In addition, the Firm will be required to attend field meetings to discuss proposed equipment locations with the County project manager as well as any required meetings with public utility companies, FHWA, and DOT.

### **General Requirements**

1. **PS&E submission for the Long Beach Central Signal Design shall have a deadline of 12 months from Notice to Proceed.**

2. A project schedule must be submitted to the County Project Manager at the start of design and shall be updated monthly by the Firm.
3. The Firm will be expected to enter into a user agreement with Nassau County GIS Department in order to utilize Nassau County GIS Mapping as a base map reference.
4. The construction phase of this project is a Federal Aid project and requires that certain documents be prepared and submitted to the NYSDOT in order to advance the project to the construction phase. The Firm will be responsible for completing some Federal Aid documents in accordance with the Local Procedures Manual.
5. The Firm will be responsible to coordinate and attend any make-ready walk-thru meetings with the appropriate utility companies.

### **Design Engineering Support During Construction**

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

1. Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the County with one (1) set of conformed plans and master specification book as a PDF file and bound .DWG plans on a CD. Additionally, provide (4) hard copies of the conformed contract documents.
2. Provide representation at the site(s) pre-construction conference.
3. Per request of Nassau County, review and approve detailed construction, shop, and erection drawings.
4. Per request of Nassau County, review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
5. Per request of Nassau County, review all laboratory, shop, mill, material, and equipment test reports.
6. Per request of Nassau County, prepare supplemental sketches, if required, to reflect actual field conditions when conflicts and discrepancies between contract plans and site conditions exist.
7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Per request of Nassau County, assist the County and Prime Construction Contractors in interpreting the construction contract documents.
9. Per request of Nassau County, review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
10. Arrange for the project manager and support staff to attend six (6) update and project meetings.
11. Per request of Nassau County, provide consultation on special construction problems by specialists in specific fields of work.
12. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

## **Project(s) Start-Up Services**

Per request of Nassau County, the Firm shall assist in start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with this project:

### **1. Scheduling**

Per request of Nassau County, the Firm, in conjunction with the County and Prime Construction Contractor, shall assist in development of the overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.

### **2. Start-Up Assistance**

Per request of Nassau County, the Firm shall provide expert on-site assistance prior to and during initial start-up. Start-up assistance during the first year of operation will be provided on a reasonable “on-call” basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision.

### **3. Strategic Start-Up Plan**

This plan is designed to delineate major and minor events expected when placing into operation installed equipment. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm, and Construction Contractors). This plan shall be reviewed with the County.

### **4. Troubleshooting and Debugging**

It is anticipated that equipment problems will arise during and following start-up. Per request of Nassau County, the Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems, and develop solutions that will minimize the overall effects on County personnel and traffic.

### **5. Optimization**

Per request of Nassau County, the Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and “fine tune” that signaling and associated equipment once they have been started up.

## **Cost Estimation**

A construction cost estimate shall be furnished with each design milestone submittal. It is anticipated that the accuracy of such cost estimates shall increase with each successive

milestone submittal. Submit three (3) copies of the detailed construction cost estimate at each of the design milestone points defined above.

### **Assumptions**

1. All drawings will be submitted to the County using .DWG AutoCAD format.
2. Design of roadway improvements, as in road widening or radii improvements, will not be required.
3. Due to the nature of the proposed improvements, it is assumed that it is not necessary to tie the survey into the U.S. Geological Survey or State Plane Coordinate System.
4. Collection of traffic count data will not be necessary.
5. The County will provide as-built signal and highway plans where available.
6. The Firm will be responsible for recording meeting minutes at each meeting. These minutes shall be submitted to the County for review within one (1) week of the meeting. Following the County Project Manager's review, a copy of the final meeting minutes shall be submitted to the County.
7. The proposed project schedule requires completion of design work within 12 months of Notice to Proceed.
8. Soil borings will not be needed.
9. Environmental underground assessments (i.e. check for underground pollutant leakage) will not be needed.
10. It is assumed that the following available data will be provided by Nassau County:
  - i. Arterial strip mapping and utility information (where available).
  - ii. Fiber communications system plans.
  - iii. Traffic signal and electrical intersection plans for signals impacted by this project.
  - iv. Nassau County plans will be supplied in electronic format if available.
11. Where Traffic Incident Management cameras exist, the firm shall incorporate the installation of a new camera and associated equipment as part of the signal rebuild. In addition, at the request of the County Project Manager, new camera locations may be identified and included along within site locations as part of this project.
12. The installation of vehicle speed sensor equipment will be included as part of this project at key locations throughout the length of the project corridor.
13. Fiber Optic or Copper Interconnect Plans will be required as needed where interconnect work is being conducted.
14. In order to expedite the review of ADP plans, the engineering firm shall submit plans in groups of approximately fifteen (15) at a time.
15. The Engineering Firm shall prepare all project front sheets including, but not limited to: Index, Legend, Key Map, Notes Pages, Detail Sheets, Maintenance and Protection of Traffic Details, Sensor Location Details, Tables, Communication Diagrams, System Block Diagrams, Fiber Optic Allocation Tables, Fiber Optic Splice Plans, Camera details, Wi-Fi reader details, and any other pages requested by the County.
16. The Firm shall attend all Project coordination meetings and prepare, coordinate, and attend public meeting related events, both within and external to the County.
17. The Firm shall submit written responses to all County review comments.
18. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction



budget information from the County.

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

### **Federal and/or NY State Requirements**

1. Proposals submitted and subsequent design and related services must comply with all applicable Federal, State and local laws, rules, regulations, codes, ordinances, and standards. These may include but are not limited to New York State General Municipal Law, New York State Department of Transportation (NYSDOT), Manual on Uniform Traffic Control Devices (MUTCD) and the New York State Supplement, Local and State codes including building, fire prevention, electrical, and other codes and ordinances, and all other applicable Federal, State and local regulations.
2. The Firm shall coordinate its design and related services with authorities having jurisdiction. All submittals required by such authorities having jurisdiction shall be the responsibility of the Firm.

### **Diversity Requirements**

1. Nassau County is committed to awarding a contract to firms that will provide high quality services and that are dedicated to diversity and to containing costs. Nassau County strongly encourages Firms that are certified by New York State, and other city or state, or the federal government, as DBE and M/WBE firms, as well as Firms that are not yet certified but have applied to certification, to submit resources to this RFP. All New York State-certified DBE or M/WBE firms submitting proposals to this RFP should be registered as such with the New York State Department of Economic Development. For DBE or M/WBE firms that are not certified but have applied for certification, Respondents must provide evidence of filing including filing date.
2. Nassau County is required to implement the provisions of New York State Executive Law Article Section 312 and 5 NYCRR 143 for all New York State funded contract as defined therein, with a value in excess of \$25,000. Nassau County is required under contract to comply with Executive Order 11246, entitled "Equal Employment Opportunity and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27). Nassau County strongly encourages joint ventures of DBE and M/WBE firms with majority firms and DBE and M/WBE firms with other similarly established firms. For purposes of this solicitation, Nassau County hereby establishes an overall goal of:
  - 5.8% Minority Utilization
  - 6.9% Female Utilization

END OF SECTION

## **APPENDIX “B”**

### **PAYMENT SCHEDULE**

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

#### **A. BASIC SERVICES {Not-to-Exceed Fee}**

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed Four Hundred Thirty Eight Thousand, Three Hundred Seventy Nine Dollars (\$438,379).

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. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy-five dollars (\$175.00)

END OF SECTION

## **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:

Thomas F. Lembo (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 ☒ 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 ☒ 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.

07/13/2020

Dated

Signature of Chief Executive Officer



Name of Chief Executive Officer

Thomas F. Lembo, PE

Sworn to before me this

13 day of July, 2020

Notary Public



## REQUEST TO INITIATE

RTI Number 18-0424

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

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

☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: Long Beach Central Signal DesignDepartment: Public Works Project Manager: Jeff Lindgren Date: November 16, 2018Service Requested: Design engineering services for the replacement of traffic signals and ancillary equipment at various locations within Long BeachJustification: This project will result in the design for the construction of the permanent rebuilding of traffic signals that were impacted by Superstorm Sandy. The project has received 90% funding match from Federal Highway Administration (FHWA) for design services and construction.Requested by: Harold Lutz PE, Director of Traffic Engineering Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$669,944.00  
Circle appropriate phaseTotal Project Cost: \$8,374,300.00  
Includes, design, construction and CMDate Start Work: 2/1/2019  
Phase being requestedDuration: 18 Months  
Phase being requestedCapital Funding Approval: YES ☐ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project): 62023See Attached Sheet if multiyear ☐NIFS Entered: dp  
SIGNATURE DATEAIM Entered: Deanna Funk 1/28/19  
SIGNATURE DATEFunding Code: 62023-001  
use this on all encumbrancesTimesheet Code: 18-0424  
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: YES NO Signature \_\_\_\_\_

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

**TO:** Jeff Lindgren, Project Manager, Traffic Engineer II

**FROM:** Office of the Commissioner

**DATE:** October 23, 2018

**SUBJECT:** CSEA Sub-Contracting Approval  
**C18-115** –T62023-04D – Long Beach Central Signal Design

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C18-115**.

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: Harold Lutz, Director of Traffic Engineering  
Loretta Dionisio, Assistant to Deputy Commissioner  
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:** October 9, 2018

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Long Beach Central Signal Design  
Contract No: T62023-04D

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

1. DPW plans to recommend a contract/agreement for the following services: Engineering Design
2. The work involves the following: Design of Traffic Signals, Communications and IT's equipment at various locations along the South Shore of Nassau County.
3. An estimate of the cost is: \$669,944.00
4. An estimate of the duration is: Eighteen (18) months
5. Due to the nature and complexity of this work, historically, projects of this type have not been completed utilizing County work force.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.



Roseann D'Alleva  
Deputy Commissioner

RD:HTL:AL:ac

c: Kenneth G. Arnold, Commissioner  
Christopher Nicolino, Director, Office of Labor Relations  
Loretta Dionisio, Assistant to Deputy Commissioner  
Harold T. Lutz, Director of Traffic Engineering  
Christopher Yansick, Unit Head, Financial Services Unit  
Diane Pyne, Unit Head, Human Resources Unit  
Aryeh Lemberger, Unit Head, Traffic Engineering Unit  
Jeff Lindgren, Project Manager, Traffic Engineer II  
Jonathan Lesman, Management Analyst II  
David Cotter, Traffic Engineer I



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)**

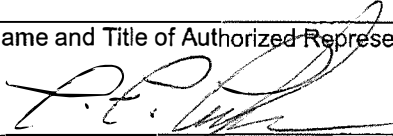
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(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)

8/14/2020

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

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

**COVERAGES** **CERTIFICATE NUMBER:** 1131272699 **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 L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6020187116	8/14/2020	8/14/2021	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			12UENOL5053	8/14/2020	8/14/2021	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 \$			ZUP-81M39281-20	8/14/2020	8/14/2021	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACC DENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	PROFESSIONAL LIAB LITY			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 and its officers and affiliates are included as additional insured as per written contract.

## CERTIFICATE HOLDER

## CANCELLATION 30 day notice applies

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

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


*[Signature]*

© 1988-2015 ACORD CORPORATION. All rights reserved.

# NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

## CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

### Part 1- General Information:

Consultant/Contractor Name:	N & P Engineering, Architecture and Land Surveying, PLLC
Address (street/city/state/zip code):	572 Walt Whitman Road, Melville, NY 11747
Authorized Representative (name/title):	Russell Z. Scott, PE, Partner
Authorized Signature:	
Contract Number:	RFP No. PW-T62023-04DR   Pin 0989.21
Contract/Project Name:	Long Beach Central Signal Design
Contract/Project Description:	Long Beach Central Signal Design

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

	Amount (\$)	Percentage (%)
Total Dollar Value of the Prime Contract	\$ 398,526.00	81.72 %
Total MBE Dollar Amount	\$ 43,926.00	11.02 %
Total WBE Dollar Amount	\$ 28,950.00	7.26 %
Total Combined M/WBE Dollar Amount	\$ 73,876.00	18.28 %

Note: MWBE Percentages are not calculated with the allowance fee.

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$ ) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: CSM Engineering, PC Address: 626 RXR Plaza City: Uniondale State/Zip Code: , NY 11556 Authorized Representative: Carolyn Shah Moehring; Telephone No. 516-378-4887	Engineering Support	Amount (\$): 43,926.00  Award Date:	Start Date:  Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):  Award Date:	Start Date:  Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):  Award Date:	Start Date:  Completion Date:



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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: KAG Engineering Address 210 Suydam Lane City: Bayport State/Zip Code: NY 11705 Authorized Representative: Kara Blanchard, PE Telephone No. 631-576-7633	Engineering Support	Amount (\$): 28,950.00  Award Date:	Start Date:  Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative:		Amount (\$):  Award Date:	Start Date:  Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative:		Amount (\$):  Award Date:	Start Date:  Completion Date: