

E-180-17

NIFS ID:CLPW17000018 Department: Public Works**Capital: X**

SERVICE: Design-Construction Administration

Contract ID #:CFPW09000029

NIFS Entry Date: 29-JUN-17

Term: from 01-JAN-16 to 31-DEC-17

| |
|---------------------|
| Amendment |
| Time Extension: X |
| Addl. Funds:X |
| Blanket Resolution: |
| RES# |

| | |
|--|---|
| 1) Mandated Program: | N |
| 2) Comptroller Approval Form Attached: | Y |
| 3) CSEA Agmt. § 32 Compliance Attached: | Y |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Y |
| 5) Insurance Required | Y |

| | |
|--------------------------------------|------------------------------------|
| Vendor Info: | |
| Name: Greenman-Pedersen, Inc. | Vendor ID#: 11-2537074-01 |
| Address: 325 West Main Street | Contact Person: Steven B. Greenman |
| Babylon, NY 11702 | |
| | Phone: 631-587-5060 |

| |
|--|
| Department: |
| Contact Name: Carmelo Mazza, Valiant Yeung |
| Address: 1194 Prospect Ave |
| Westbury NY 11590 |
| Phone: 516-571-6813 |

RECEIVED
MASSACHUSETTS
CLERK OF THE SUPERIOR COURT
2017 AUG 29 PM 2:44

Routing Slip

| | | |
|--------------|---------------------------|------------------------|
| Department | NIFS Entry: X | 29-JUN-17 -- LDIONISIO |
| Department | NIFS Approval: X | 13-JUL-17 -- CYANSICK |
| DPW | Capital Fund Approved: X | 13-JUL-17 -- CYANSICK |
| OMB | NIFA Approval: X | 18-JUL-17 -- RDALLEVA |
| OMB | NIFS Approval: X | 13-JUL-17 -- MVOCATURA |
| County Atty. | Insurance Verification: X | 13-JUL-17 -- AAMATO |
| County Atty. | Approval to Form: X | 13-JUL-17 -- NSARANDIS |
| Dep. CE | Approval: X | 14-AUG-17 -- CRIBANDO |
| Leg. Affairs | Approval/Review: X | 19-JUL-17 -- MREYNOLDS |

| | | |
|--------------------|-----------------------|--|
| Legislature | Approval: | |
| Comptroller | NIFS Approval: | |
| NIFA | NIFA Approval: | |

Contract Summary

| |
|---|
| Purpose: To amend the current agreement with Greenman Pedersen Inc., for an extension of time and increase in the service fee due to the actual construction bid amounts and extra services, which exceeds the amended contract cap of 950,000.00 and the original Contract cap of 600,000.00. |
| Method of Procurement: Greenman Pedersen Inc. was procured through an RFP process in accordance with DPW procedures. The agreement was passed by the Rules Committee. |
| Procurement History: The agreement with Greenman Pedersen Inc. was passed by the Rules Committee on September 21, 2009, resolution number E-156-09, see attached |
| Description of General Provisions: see attached |
| Impact on Funding / Price Analysis: Funding is available from Capital Project 90622 |
| Change in Contract from Prior Procurement: Yes |
| Recommendation: (approve as submitted) approve as submitted |

Advisement Information

| BUDGET CODES | | FUNDING SOURCE | AMOUNT | LINE | INDEX/OBJECT CODE | AMOUNT |
|--------------|-------|-------------------|----------------------|------|--------------------------|----------------------|
| Fund: | CAP | | | | | |
| Control: | 90 | Revenue | | 1 | PWCAPCAP/90622/ 00002 | \$ 440,500.00 |
| Resp: | 622 | Contract: | | | | \$ 0.00 |
| Object: | 00002 | County | \$ 0.00 | | | \$ 0.00 |
| Transaction: | CF | Federal | \$ 0.00 | | | \$ 0.00 |
| Project #: | 90622 | State | \$ 0.00 | | | \$ 0.00 |
| Detail: | 000 | Capital | \$ 440,500.00 | | | \$ 0.00 |
| | | Other | \$ 0.00 | | | \$ 0.00 |
| | | TOTAL | \$ 440,500.00 | | TOTAL | \$ 440,500.00 |

| RENEWAL | |
|------------|--|
| % Increase | |
| % Decrease | |



Nassau County Interim Finance Authority

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

1. **Vendor:** Greenman-Pedersen, Inc.

2. **Dollar amount requiring NIFA approval:** \$440500

Amount to be encumbered: \$440500

This is a Amendment

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

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

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

3. **Contract Term: December 31, 2017**

Has work or services on this contract commenced? Y

If yes, please explain: Contract started in 2009 and this is a request to amend the contract

4. **Funding Source:**

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

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

To amend the current agreement with Greenman Pedersen Inc., for an extension of time and increase in the service fee due to the actual construction bid amounts and extra services, which exceeds the amended contract cap of 950,000.00 and the original Contract cap of 600,000.00.

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.

RDALLEVA

18-JUL-17

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.

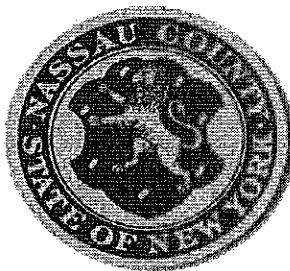
RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND GREENMAN-PEDERSON, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Greenman-Pederson, Inc. in connection with design and design related construction administration services for the Redevelopment of the Hempstead Road Maintenance Facility, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Greenman-Pederson, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road
Mineola, New York 11501

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

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

CONTRACTOR NAME: Greenman-Pedersen, Inc.

CONTRACTOR ADDRESS: 325 West Main Street, Babylon, NY 11702

FEDERAL TAX ID #: 11-2537074-01

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

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

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

The contract was originally executed by Nassau County on **December 17, 2009**. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an RFP was issued and seventeen (17) proposals were evaluated. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature



Date

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

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

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Yes. Steven B. Greenman, Chairman of Greenman-Pedersen, Inc., donated \$2,700.00 to
Friends of Ed Mangano in June, 2016.

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.

Vendor: Greenman-Pedersen, Inc.

Dated: May 22, 2017

Signed: 

Print Name: M. Denise Carter, PE

Title: Executive Vice President / Branch Manager

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

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

None

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

None

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. Within the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

No.

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

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

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

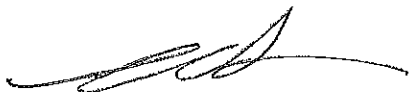
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 05/22/2017

Signed:

Print Name:

Title:



M. Denise Carter, PE

Exec. Vice President/Branch Manager

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael J. Buoncore, CPA, CDA
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 325 West Main Street
City/state/zip Babylon, NY 11702
Telephone 631-587-5060
Other present address(es) none
City/state/zip none
Telephone none
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer 10 / 01 / 1994
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary 10 / 01 / 1994
Chief Financial Officer 10 / 01 / 1994 Partner / /
Vice President / / / /
(Other) Senior Vice President 10 / 01 / 1994 Executive Vice President 01 / 01 / 2017
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X 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 X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ;
If Yes, provide details.
Within the past three years, Mr. Buoncore has been an officer of the following businesses:
Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950 and
Corrosion Control Consultants & Labs, Inc., 4403 Donker Court S. E., Kentwood, MI 49512.

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 X
If Yes, provide details.

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

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

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

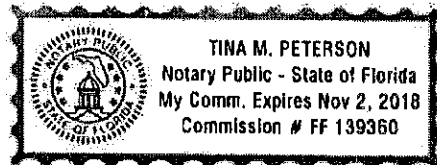
CERTIFICATION

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

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

Sworn to before me this 23rd day of May 20 17

Tina M. Peterson
Notary Public



Greenman-Pedersen, Inc.

Name of submitting business

Michael J. Buoncore, CPA, CDA

Print name

Michael J. Buoncore
Signature

Chief Financial Officer / Executive Vice President

Title

05 / 23 / 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Steven Greenman, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 325 West Main Street
City/state/zip Babylon, NY 11702
Telephone 631-587-5060
Other present address(es) none
City/state/zip none
Telephone none
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 05/03/2014 Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X 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 X If Yes, provide details. _____
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ;
If Yes, provide details. _____

Within the past three years, Mr. Greenman has been an officer of the following businesses:
Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950 and
Corrosion Control Consultants & Labs, Inc., 4403 Donker Court S. E., Kentwood, MI 49512.

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 X
If Yes, provide details.

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

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

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

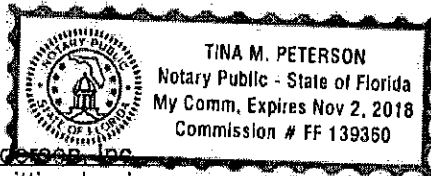
CERTIFICATION

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

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

Sworn to before me this 1ST day of June 2017

Tina M. Peterson
Notary Public



Greenman-Pedersen, Inc.
Name of submitting business

Steven Greenman, PE
Print name

[Signature]
Signature

Chairman of the Board
Title

06 / 01 / 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Ralph D. Csogi, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 325 West Main Street
City/state/zip Babylon, NY 11702
Telephone 631-587-5060
Other present address(es) none
City/state/zip none
Telephone none
List of other addresses and telephone numbers attached

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

President 05 / 03 / 2014 Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer 05 / 03 / 2014 Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X 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 X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ;
If Yes, provide details.

Within the past three years, Mr. Csogi has been a principal owner or officer of the following business:
Corrosion Control Consultants & Labs, Inc., 4403 Donker Court S. E., Kentwood, MI 49512.

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 X
If Yes, provide details.

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

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

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

CERTIFICATION

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

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

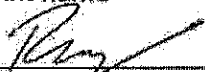
Sworn to before me this 31 day of May 2017

Delia Golden
Notary Public

Delia Golden
Commission # 2316500
Notary Public of New Jersey
My Commission Expires July 6, 2019

Greenman-Pedersen, Inc.
Name of submitting business

Ralph D. Csogi, PE
Print name


Signature

President & CEO
Title

5, 30, 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Gary T. Etter, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 325 West Main Street
City/state/zip Babylon, NY 11702
Telephone 631-587-5060
Other present address(es) none
City/state/zip none
Telephone none
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 / /
Vice President / / Executive VP 07/ 01/ 2011
(Other) Chief Operating Officer 07 / 01 /2011
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X 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 X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X;
If Yes, provide details.

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 X
If Yes, provide details.

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

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

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

CERTIFICATION

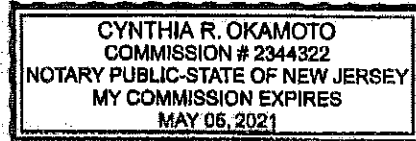
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 23rd day of May 2017

Cynthia R. Okamoto

Notary Public



Greenman-Pedersen, Inc.
Name of submitting business

Gary T. Etter, PE
Print name

[Signature]
Signature

Chief Operating Officer
Title

5, 23, 17
Date

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.

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

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

- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

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

YES ☐ NO ☒ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

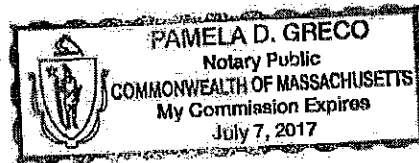
CERTIFICATION

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

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

Sworn to before me this day of MAY 25TH 2017

P. D. Greco
Notary Public



Greenman-Pedersen, Inc.
Name of submitting business

Christer Ericsson
Print name
[Signature]
Signature

Chief Marketing Officer/Executive Vice President
Title

5, 25, 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name M. Denise Carter, PE
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 325 West Main Street
City/state/zip Babylon, NY 11702
Telephone 631-587-5060
Other present address(es) none
City/state/zip none
Telephone none
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 / /
Vice President / /
(Other) Senior Vice President 07/ 15 /2000 Executive Vice President 01/ 01/ 2017
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X 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 X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X;
If Yes, provide details.

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 X
If Yes, provide details.

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

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

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

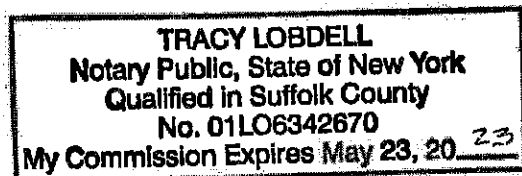
CERTIFICATION

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

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

Sworn to before me this 22nd day of May 2017

Tracy Lobdell
Notary Public



Greenman-Pedersen, Inc.
Name of submitting business

M. Denise Carter, PE
Print name

[Signature]
Signature

Executive Vice President/Branch Manager
Title

05 / 22 / 2017
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: 06/01/17

1) Proposer's Legal Name: Greenman-Pedersen, Inc.

2) Address of Place of Business: 325 West Main Street, Babylon, NY 11702

List all other business addresses used within last five years:

See attached.

3) Mailing Address (if different): _____

Phone : (631) 587-5060

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 0659-3532

5) Federal I.D. Number: 11-2537074

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

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

Yes X No If Yes, please provide details: See attached.

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

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____
- 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. See attached.
- 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. See attached.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists. _____

(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.

No conflict exists. _____

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

No conflict exists. _____

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.

GPI is fully committed to maintaining a high standard of ethical business conduct and has an established business ethics and conduct policy. Every employee is required to comply with, and sign off on the GPI policy which includes required reporting/disclosure of any conflicts of interest.

- 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. Please see attached.

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

- i) Date of formation; October 11, 1966
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

As of October 1, 2006, one-hundred percent (100%) of Greenman-Pedersen, Inc. (GPI) stock was owned by the Greenman-Pedersen, Inc. Employee Stock Ownership Trust, hereinafter referred to as "Plan", as a result of a Stock Redemption Agreement by and between Greenman-Pedersen, Inc. and all of its shareholders (hereinafter called, "the Agreement"). As part of this agreement, GPI redeemed, into Treasury, shares of stock in exchange for 15 year promissory notes with all of the shareholders.

The Plan qualifies as a stock bonus plan under Section 401 (A) and an employee stock ownership plan (ESOP) under Section 4975(e)(7) of the Internal Revenue Code of 1986, as amended. Additionally, the Plan is currently represented and managed by a single Trustee, Steven Greenman. The Trustee is responsible for maximizing the benefit to the Plan's beneficiaries, which includes proper investment strategy and the equitable fairness of the Plan. The Plan's intent is to recognize the contributions made by GPI's employees to the continued success of the Company. In addition, the Plan's primary investments must be in employer (GPI) securities (stock).

As a result of the above-mentioned Agreement, GPI's annual ESOP contribution is in the form of GPI stock, issued out of Treasury. Simultaneously, this contribution is allocated to each qualified employee based on two criteria: the employee's years of service compared to GPI's total years of service and employee's compensation compared to GPI's total compensation. Any GPI stock shown in an employee's account does not infer actual ownership in GPI by that employee, but rather the economic value that those shares represent.

- ii) Name, address and position of all officers and directors of the company; Please see attached.
- iii) State of incorporation (if applicable); New York
- iv) The number of employees in the firm; 1,337 (does not include subsidiaries or affiliates)
- v) Annual revenue of firm; \$201,157,197.00 (gross)
- vi) Summary of relevant accomplishments. Please see attached.
- vii) Copies of all state and local licenses and permits. Please see attached.

B. Indicate number of years in business. 50 Years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Nassau County Department of Public Works

Contact Person Shila Shah-Gavnoudias, P.E., Commissioner of Public Works

Address 1194 Prospect Avenue

City/State Westbury, New York

Telephone (516) 571-9604

Fax # (516) 571-9657

E-Mail Address sshahgavnoudias@nassaucountyny.gov

Company Suffolk County Dept. of Public Works

Contact Person Gilbert Anderson, P.E., Commissioner

Address 335 Yaphank Avenue

City/State Yaphank, New York

Telephone (631) 852-4010

Fax # (631) 852-4150

E-Mail Address gilbert.anderson@suffolkcountyny.gov

Company New York State Dept. of Transportation

Contact Person Kenneth Murphy, P.E., Design Supervisor

Address 250 Veterans Memorial Highway

City/State Huappauge, New York

Telephone (631) 952-7942

Fax # (631) 952-6936

E-Mail Address kenneth.murphy@dot.ny.gov

GREENMAN-PEDERSEN, INC.

EIN#: 11-2537074

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUSINESS HISTORY FORM**

QUESTION 2:

List all other business addresses used within the last five years.

Branch Offices

Albany, NY
80 Wolf Road, Suite 300
Albany, NY 12205
P: 518.453.9431
F: 518.453.9458

Satellite Offices
108 Theresa Blvd.
Binghamton, NY 13091
P: 607-204-0199

17 South Hill Drive
Jericho, VT 05465
P: 802.233.2357

34871 Olive Tree Lane
Yucaipa, CA 92399
P: 909.570.4242
F: 909.570.8023

Annapolis Junction, MD
10977 Guilford Road
Annapolis Junction, MD 20701
P: 410.880.3055, 301.470.2772
F: 301.490.2649

Satellite Offices
31 1/2 Monument Square
Urbana, OH 44017
P: 937.652.3113

601 West Bagely Road
Berea, OH 44017
P: 440.973.9415
F: 440.971.1134

5178 Blazer Parkway, Suite A
Dublin, OH 43017
P: 614-401-5560

7870 Thorndike Road
Greensboro, NC 27409
P: 336.907.7114
F: 980.225.0336

200 Continental Drive
Newark, DE 19713
P: 302-203-6100

304 Railroad Avenue
Elkins, WV 26241

1387 S. Fourth Street, Rm. 201
Louisville, KY 40208

155 Armstrong Street, Suite 1
Keyser, WV 26726

702 Westwood Office Park
Fredericksburg, VA 22401
410-880-3055

Babylon, NY
325 West Main Street
Babylon, NY 11702
P: 631.587.5060
F: 631.422.3479

Satellite Office
21 West 38th Street, 6th Floor
New York, NY 10018
P: 646.791.8800

Buffalo, NY
4950 Genesee Street, Suite 100
Buffalo, NY 14225
P: 716.633.4844
F: 716.633.4940

Satellite Offices
20 Wildbriar Street, Suite E
Rochester, NY 14623
P: 585-486-4859
C: 585-746-2379

200 Harrison Street, Suite H-2
Jamestown, NY 14701
P: 716-488-2803
F: 716-488-2802

Jacksonville, FL
1010 East Adams Street, Suite 140
Jacksonville, FL 32202
P: 904.355.6948
F: 904.355.6950

Satellite Offices
1 Daytona Blvd, Suite 220
Daytona Beach, FL 32114
P: 386.226.1113

514-3 Chaffee Point Boulevard
Jacksonville, FL 32221
P: 904-355-6948 x8417

Lebanon, NJ
100 Corporate Drive, Suite 301
Lebanon, NJ 08833
P: 908.236.9001
F: 908.236.9669

Satellite Offices
458 Woodbine-Oceanview Road,
Unit B
Oceanview, NJ 08230

55 Shrewsbury Avenue, Suite A
Red Bank, NJ 07701
P: 732.268.8373

40 Richards Avenue, 3rd Floor
Norwalk, CT 06854

Montebello, NY
400 Rella Boulevard, Suite 207
Montebello, NY 10901
P: 845.368.4050
F: 845.368.4070

Rockville, MD
530 Gaither Road, Suite 100
Rockville, MD 20850
P: 240.268.1820
F: 240.268.1821

North East, PA
8 Gibson Street
North East, PA 16428
P: 814-725-8659

GREENMAN-PEDERSEN, INC.

EIN#: 11-2537074

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUSINESS HISTORY FORM**

QUESTION 2:

List all other business addresses used within the last five years.

Branch Offices *(continued)*

Scranton, PA

50 Glenmaura National
Boulevard, Suite 102
P.O. Box 5777
Scranton, PA 18505
P: 570.342.3700
F: 570.342.4080

Satellite Office

4900 Ritter Road, Suite 110
Mechanicsburg, PA 17055
P: 717.724.4680
F: 717.724.4683

1320 Hausman Rd., Suite 203
Allentown, PA 18104

Tallahassee, FL

1590 Village Square Boulevard
Tallahassee, FL 32309
P: 850.668.5211
F: 850.668.3106

Satellite Office

1367 South Railroad Avenue,
Suite C
Chipley, FL 32428

Tampa, FL

1000 North Ashley Drive, Suite 100
Tampa, FL 33602
P: 813.632.7676
F: 813.632.7683

Satellite Offices

423 South Keller Road, Suite 300
Orlando, FL 34474

328 NE 1st Ave, Suite 200
Ocala, FL 34470

12435 Cortez Blvd, Suite 209
Brooksville, FL 34613

8282 Goodwood Boulevard,
Suite W-3
Baton Rouge, LA 70806

Wilmington, MA

181 Ballardvale Street, Suite 202
Wilmington, MA 01887
P: 978.570.2999
F: 978.658.3044

Satellite Offices

21 Daniel Street
Portsmouth, NH 03801
P: 603.766.0169

176 Main Street
Southbridge, MA 01550
P: 978.570.2999

46 South Main Street
PO Box 65

White River Junction, VT 05001
P: 802.359.4070

222 St. John Street, Suite 252
Portland ME, 02402
P: 207.358.7160

4850 SW Scholls Ferry Road
Portland, OR 97225
P: 971.344.6183

GREENMAN-PEDERSEN, INC.

EIN#: 11-2537074

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

BUSINESS HISTORY FORM

QUESTION 7

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

YES

FEIN 35-2221195

GPI Engineering, Landscape Architecture and Surveying, LLP

325 West Main Street, Babylon, NY 11702

Item(s) shared: ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

FEIN 38-2563749

GPI Laboratories, Inc. FKA Corrosion Control Consultants and Labs, Inc. (name changed 11/16/16)

4403 Donker Court SE, Kentwood, MI 49512

Item(s) shared: ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

FEIN 80-0316965

Keller & Kirkpatrick, Inc.

301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950

Item(s) shared: ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

FEIN 32-0363167

GPI Michigan Inc.

4403 Donker Court SE, Kentwood, MI 49512

Item(s) shared: ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

FEIN 59-2405375

Underwater Engineering Services, Inc.

3306 Enterprise Road, Fort Pierce, FL 34982

Item(s) shared: ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

FEIN 45-0535502

Aerial Cartographies of America, Inc.

423 South Keller Road, Suite 300, Orlando, FL 32810

Item(s) shared: ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

FEIN 56-1917382

Independent Mapping Consultants, Inc.

508 5th Street, Ste. 150, Charlotte, NC 28202

Item(s) shared: ☒ Space ☒ Staff ☒ Equipment ☒ Expenses

GREENMAN-PEDERSEN, INC.

EIN#: 11-2537074

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUSINESS HISTORY FORM**

QUESTION 8

Does this business control one or more businesses? **YES**

SUBSIDIARIES:

GPI Laboratories, Inc. FKA Corrosion Control Consultants and Labs, Inc. *(name changed as of 11/16/16)*
4403 Donker Court S. E., Kentwood, MI 49512
FEIN: 38-2563749 From 06/01/06 to Present

Keller & Kirkpatrick, Inc.
301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950
FEIN: 80-0316965 From 01/01/09 to Present

GPI Michigan, Inc.
4403 Donker Court S.E., Kentwood, MI 49512
FEIN: 32-0363167 From 12/23/2011 to Present

Aerial Cartographies of America, Inc.
423 South Keller Road, Suite 300
Orlando, FL 32810
FEIN 45-0535502 Until July 1, 2013

Underwater Engineering Services, Inc.
3306 Enterprise Road, Suite 103
Fort Pierce, FL 34982
FEIN 59-2405375 Until July 1, 2013

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUSINESS HISTORY FORM

Question 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

i) US District Court, Eastern District of Pennsylvania, Grand Jury Investigation number 2011- 0246. GPI responded to a grand jury subpoena to produce documents in or about May, 2013, in connection with the Girard Point Bridge and George Platt Bridge projects. Several GPI employees assigned to the project were interviewed by the government and subpoenaed to testify before the grand jury, while separate subpoenas requested the work records of two GPI employees Frank Slezak, an officer, and another GPI employee, Robert Ferguson. Mr. Ferguson was suspended by GPI without pay, shortly after GPI received the subpoenas and pending the outcome of the investigation. Effective February 6, 2017, with the advice of outside counsel engaged to assist in this matter, Mr. Ferguson's employment was officially terminated. In addition, outside counsel concludes that, based on the passage of time without any communication regarding this matter, GPI and Mr. Slezak are not targets of the investigation. To the best of GPI's knowledge, the investigation is ongoing and the government has requested voluntary non-disclosure of the matter by GPI so as not to disrupt the investigation.

GPI reserves the right to supplement information provided on the Lists in the event additional responsive material becomes known. Lists were prepared based on actual knowledge of the preparer after reasonable search and inquiry.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUSINESS HISTORY FORM

Question 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

- i) See, Girard Point Bridge and George Platt Bridge, described in response to Question 12.
- ii) See, Morrisville Vermont - Vermont OSHA violation, described in response to Question 3 of the Certificate of Compliance.

GPI reserves the right to supplement information provided on the Lists in the event additional responsive material becomes known. Lists were prepared based on actual knowledge of the preparer after reasonable search and inquiry.

GREENMAN-PEDERSEN, INC.
EIN: 11-2537074

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUSINESS HISTORY FORM

QUESTION Aiii:

Name, address and position of all officers and directors of the company:

Board of Directors:

| Name / Home Address | Title / Business Address |
|--|--|
| Steven Greenman, P.E. [REDACTED] | Chairman of the Board 3306 Enterprise Rd., Fort Pierce, FL 34982 |
| Ralph Csogi, P.E. [REDACTED] | CEO/President 100 Corporate Drive, Suite 301, Lebanon, NJ 08833 |
| Gary Etter, P.E. [REDACTED] | Executive Vice President/Chief Operating Officer 100 Corporate Drive, Suite 301, Lebanon, NJ 08833 |
| Michael Buoncore, C.P.A., C.D.A. [REDACTED] | Chief Financial Officer/Executive Vice President 325 W. Main Street, Babylon, NY 11702 |
| Christer Ericsson, P.E. [REDACTED] | Chief Marketing Officer/Executive Vice President 181 Ballardvale St., Suite 202, Wilmington, MA 01887 |

Officers:

| Name / Home Address | Title / Business Address |
|---|---|
| George Brode, P.E., LEED AP [REDACTED] | Executive Vice President/Branch Manager 7650 Standish Place, Suite 109, Rockville, MD 20855 |
| Sandra Bucklew, P.E. [REDACTED] | Executive Vice President/Branch Manager 1590 Village Square Blvd., Tallahassee, FL 32309 |
| Mary Denise Carter, P.E. [REDACTED] | Executive Vice President/Branch Manager 325 W. Main Street, Babylon, NY 11702 |
| Scott Deitche [REDACTED] | Executive Vice President/Branch Manager 1000 North Ashley Drive Suite 100, Tampa, FL 33602 |
| Gregory Johnson, P.E. [REDACTED] | Executive Vice President/Branch Manager 100 Corporate Drive, Suite 301, Lebanon, NJ 08833 |
| Patrick Kenneally, P.E. [REDACTED] | Executive Vice President/Branch Manager 80 Wolf Road, Suite 300, Albany, NY 12205 4950 Genesee Street, Suite 165, Buffalo, NY 14225 |
| Timothy Letton [REDACTED] | Executive Vice President/Branch Manager 181 Ballardvale St., Suite 202, Wilmington, MA 01887 |
| August Maas, P.E. [REDACTED] | Executive Vice President/Branch Manager 8 Gibson Street, North East, PA 16428 |

GREENMAN-PEDERSEN, INC.

EIN: 11-2537074

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUSINESS HISTORY FORM**

QUESTION Aiii:

Name, address and position of all officers and directors of the company:

| Name / Home Address | Title / Business Address |
|--|---|
| Joseph Nemmer, P.E. [REDACTED] | Executive Vice President/Branch Manager 4950 Genesee St., Suite 165, Buffalo, NY 14225 |
| Louis Norella III, P.E., LEED AP [REDACTED] | Executive Vice President/Branch Manager 50 Glenmaura National Blvd., Suite 102, Scranton, PA 18505 |
| Douglass Robb, P.E. [REDACTED] | Executive Vice President/Branch Manager 10977 Guilford Road, Annapolis Junction, MD 20701 |
| Robert Rupert, P.E. [REDACTED] | Executive Vice President/Branch Manager 1010 East Adams St., Suite 140, Jacksonville, FL 32202 |
| Frank Scheller, P.E. [REDACTED] | Executive Vice President/Branch Manager 400 Rella Boulevard, Suite 207, Montebello, NY 10901 |

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO APPENDIX 1E PROGRAM DESCRIPTION AND STAFFING FORM

SIMILAR WORK AND DETAILED PRIOR EXPERIENCE

| Project Name and Location | Client Name & Address | Cost Of Work (in thousands) | Completion Date | Project was completed on time and within budget |
|---|---|--------------------------------|--------------------|--|
| 1. Nassau County Traffic Calming - Beacon Hill Road, Port Washington, NY. The project involved a traffic calming study along the Beacon Hill corridor to reduce speeding and accident occurrence. | Nassau County Dept. of Public Works Westbury, NY | \$19 fee | 2007 | Yes |
| 2. Nassau County Traffic Calming - Post Avenue, Westbury, NY. GPI performed a traffic calming study along Post Avenue in the Village of Westbury to identify appropriate traffic calming measures and safety measures that could be applied along the corridor. | Nassau County Dept. of Public Works Westbury, NY | \$39 fee | 2007 | Yes |
| 3. Nassau County Traffic Calming - I.U. Willets Road, Searington, NY. GPI's subconsultant performed a traffic calming study along the I.U. Willets Road corridor to reduce bypass traffic and increase safety. | Nassau County Dept. of Public Works Westbury, NY | \$20 fee | 2007 | Yes |
| 4. Post Avenue Traffic Calming Improvements, Westbury, NY. Traffic engineering services in connection with the preparation of design drawings for the implementation of traffic calming improvements along the corridor of Post Avenue within the Village of Westbury. | Nassau County Dept. of Public Works Westbury, NY | \$39 fee | 2007 | Yes |
| 5. Bellerose Avenue Traffic Calming, East Northport, NY. GPI prepared design drawings for the implementation of traffic calming improvements along the corridor of Bellerose Avenue adjacent to Veteran's Park within the Hamlet of East Northport. | Nassau County Dept. of Public Works Westbury, NY | \$13 fee | 2009 | Yes |
| 6. Rockaway Avenue Traffic Calming, Garden City, NY. Conduct a traffic calming study to improve pedestrian safety and recommend measures to reduce speeding within the vicinity of the local high school. | Nassau County Dept. of Public Works Westbury, NY | \$46 fee | 2017 | Progressing on time/ budget |
| 7. Nassau County Superstorm Sandy Emergency Services, Nassau County, NY. GPI is providing assistance in the debris removal effort by auditing the volume of material hauled and providing expertise in tree assessments. In addition, GPI is supporting the FHWA and FEMA reimbursement efforts for emergency and permanent repair to the County's extensive signal system that was damaged. The Signal Management System developed by GPI is being utilized to track and manage the electrical contractor's work orders and records. All information is linked in the system via GIS mapping to identify FAUS roadway identification and preparation of the DDIR reimbursement forms of the 300 locations damaged. | Nassau County Dept. of Public Works Westbury, NY | \$280 fee | 2015 | Yes |
| 8. Nassau County Barnum Island Creek Bridge Improvements, Hamlets of Oceanside, NY. Project includes scoping and preliminary and final design services for the reconstruction of the existing Long Beach Road Bridge over Barnum Island Creek. | Nassau County Dept. of Public Works Westbury, NY | \$10,000 | 2017 | Progressing on time/ budget |
| 9. Nassau County On-Call Civil Engineering and Site Development, Various Locations, NY. These projects involve providing design plans, construction estimates, and special specifications for roads, bridges, drainage facilities, or various other infrastructures on an on-call basis. | Nassau County Dept. of Public Works Westbury, NY | \$157 fee to date | 2017 | Progressing on time/ budget |
| 10. Doxey Brook Drainage Improvements, Lynbrook, NY. Designed extensive drainage improvements (relocation of existing stream) and roadway reconstruction of a one mile of Peninsula Boulevard. | Nassau County Dept. of Public Works Westbury, NY | \$9,500,000 | 1996 | Yes |
| 11. Bayville Bridge Rehabilitation, Bayville, NY. Provided in-depth inspection, structural engineering design and detailing for the rehabilitation of the Bayville Bridge bascule span steel grading and timber fender system. | Nassau County Dept. of Public Works Westbury, NY | \$2,000,000 | 2005 | Yes |

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO APPENDIX 1E PROGRAM DESCRIPTION AND STAFFING FORM

| Project Name and Location | Client Name & Address | Cost Of Work (In thousands) | Completion Date | Project was completed on time and within budget |
|---|---|--------------------------------|--------------------|--|
| 12. Nassau County Stormwater - Discharge Survey/Mapping, Nassau County, NY. Investigated, mapped and inventoried all stormwater drainage facilities in Nassau County, encompassing 300 square miles, for the stormwater permit application required under new EPA regulations. | Nassau County Dept. of Public Works Westbury, NY | \$102,000 | 1994 | Yes |
| 13. West Seaman Avenue Culvert over Milburn Creek, Freeport, NY. Design for the removal of an existing concrete arch culvert and replacement with a reinforced concrete box culvert. | Nassau County Dept. of Public Works Westbury, NY | \$29,500 fee | 1995 | Yes |
| 14. Whaleneck Creek Culvert, Merrick, NY. Project Included performing an in-depth inspection of a twin barrel concrete box culvert to determine the current condition. As a result of the inspection findings, both repair and replacement alternatives were developed. | Nassau County Dept. of Public Works Westbury, NY | \$3,000,000 | 2013 | Yes |
| 15. Round Swamp Road Drainage Analysis and Report, Town of Oyster Bay, NY. Preparation of a comprehensive watershed analysis and report on Round Swamp Road. | Nassau County Dept. of Public Works Westbury, NY | \$25,000 | 1998 | Yes |
| 16. Islip Inventory & Digital Mapping of Drainage Structures, Town of Islip, NY. This project involved inventorying 18 DPW sectors and digitally mapping the Town of Islip's drainage infrastructure and providing the Town with a tool to comply with GASB-34 requirements. | Town of Islip Islip, NY | \$47,300 fee | 2009 | |
| 17. Nassau County Traffic Calming - Post Avenue, Westbury, NY. GPI performed a traffic calming study along Post Avenue in the Village of Westbury to identify appropriate traffic calming measures and safety measures that can be applied along the corridor. | Nassau County Dept. of Public Works Westbury, NY | \$40 fee | 2007 | Yes |
| 18. Weir Street Hempstead Maintenance Facility, Hempstead, NY. GPI is providing program development, preliminary and final design, construction documents, and construction support for the reconstruction and general upgrade of the County's existing highway maintenance facility located on Weir Street. The project will be advanced under two separate construction contracts. | Nassau County Dept. of Public Works Westbury, NY | \$13,500 | 2017 | Progressing on time/ budget |
| 19. Nassau County On-Site Technical Support Services, Various Locations, NY. GPI is providing an on-site traffic engineer to assist Nassau County with their traffic engineering work efforts. Our engineer will assist the County with traffic signal design, traffic signal timing and engineering investigations/reviews. | Nassau County Dept. of Public Works Westbury, NY | \$157 | 2017 | Progressing on time/ budget |
| 20. Nassau County On-Call Traffic Engineering, Various Locations, NY. These projects involve developing plans, specifications and estimates for the reconstruction of County-owned traffic signals. | Nassau County Dept. of Public Works Westbury, NY | \$2,000 | 2015 | Yes |
| 21. Nassau County On-Call Traffic Engineering, Various Locations, NY. These projects involved developing plans, specifications and estimates for the reconstruction of County-owned traffic signals. | Nassau County Dept. of Public Works Westbury, NY | \$742 total fee | 2012 | Yes |
| 22. Nassau County On-Call Traffic Engineering, Nassau County, NY. GPI developed plans, specifications and estimates for the modification and reconstruction of traffic signals that are owned by Nassau County. The following tasks were required to complete this effort: field review and evaluation of existing signal equipment; development of digital base files; providing recommendations for safety and operational improvements; and development of final contract plans. | Nassau County Dept. of Public Works Westbury, NY | \$1,100 total fee | 2010 | Yes |

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO APPENDIX 1E PROGRAM DESCRIPTION AND STAFFING FORM

| Project Name and Location | Client Name & Address | Cost Of Work (In thousands) | Completion Date | Project was completed on time and within budget |
|---|---|--------------------------------|--------------------|--|
| 23. Nassau County Traffic Signal Installations, Various Locations, NY. This project involved the development of traffic signal reconstruction plans for seven signals on County roadways. | Nassau County Dept. of Public Works Westbury, NY | \$36 fee | 2011 | Yes |
| 24. Nassau County Traffic Signal Inspection 1, Various Locations, NY. This project involved installation of traffic signals at new locations and replacement of span wire traffic signals and dated controllers at existing locations. | Nassau County Dept. of Public Works Westbury, NY | \$174 fee | 2010 | Yes |
| 25. Nassau County Traffic Signal Inspection Line 6, Various Locations, NY. This project involved installation of traffic signals at new locations and replacement of span wire traffic signals and dated controllers at existing locations. | Nassau County Dept. of Public Works Westbury, NY | \$181 fee | 2012 | Yes |
| 26. Nassau County On-Call Contract for CEI Services to Resurface County Roads, Nassau County, NY. Project involved providing construction inspection services for both night-time and day-time resurfacing of Nassau County roads. Work included milling and asphalt paving of roadways and necessary adjustment of drainage castings for this \$3.2-million project. | Nassau County Dept. of Public Works Westbury, NY | \$3,219 | 2008 | Yes |
| 27. Nassau County Mineola Parking Study, Mineola, NY. GPI studied the existing parking supply and demand to mitigate existing/future parking deficiencies for the Nassau County municipal parking fields in Mineola. | Nassau County Dept. of Public Works Westbury, NY | \$95 fee | 2010 | Yes |
| 28. Nassau County Red Light Violation Camera System, Nassau County, NY. Project involved designing 50 red light camera locations for installation on Nassau County roadways. | Client: ATS American Traffic Solutions Staten Island, NY / Owner: Nassau County Dept. of Public Works Westbury, NY | \$340 fee | 2011 | Yes |
| 29. Nassau County Traffic Signal Timing Progression, Mineola, NY. GPI provided design services for Nassau County to improve their traffic signal timing, and therefore, maximize the use of available roadway capacity. This project created optimum traffic flow patterns thereby reducing vehicle delay, vehicle stops, fuel consumption, and vehicle emissions. | Nassau County Dept. of Public Works Westbury, NY | \$72 fee | 2006 | Yes |
| 30. Pavement Marking Constructability Review, Various Locations, NY. GPI conducted a constructability review of permanent pavement marking contract drawings developed by other NCDPW consultants corresponding to ongoing Resurfacing Contracts 32, 35, 36, 37, 38, 39, 42, Woodfield Road and Roslyn Road. | Nassau County Dept. of Public Works Westbury, NY | \$30 fee | 2015 | Yes |
| 31. Old Country Road CCTV Incident Management, Mineola, NY. GPI designed a new CCTV traffic incident management system to maximize the efficiency of traffic flow along Old Country Road. The installation of this closed circuit camera system, which consisted of about 15 camera sites, allows County staff to quickly identify impediments to traffic flow, and be able to quickly remove the impediment and make any necessary adjustments to signal timing to account for the incident. | Nassau County Dept. of Public Works Westbury, NY | \$159 fee | 2006 | Yes |
| 32. Old Country Road Signal Replacement, Phase 1, Various Locations, NY. This project provided the design and PS&E plans to construct and upgrade signalized intersections, overhaul outdated equipment, install new fiber optic communication interconnect, and install upgraded displays on the Old Country Road corridor for improved safety and efficiency through the use of new technology. | Nassau County Dept. of Public Works Westbury, NY | \$193 fee | 2014 | Yes |

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO APPENDIX 1E PROGRAM DESCRIPTION AND STAFFING FORM

| Project Name and Location | Client Name & Address | Cost Of Work (in thousands) | Completion Date | Project was completed on time and within budget |
|--|---|--------------------------------|--------------------|--|
| 33. Nassau County Signal Survey Warrant Assessment, Various Locations, NY. GPI modified the existing decades-old Nassau County Traffic Signal Survey and Warrant Report to comply with the new 2010 MUTCD guidelines. This involved a detailed flow chart to assist County employees in efficiently evaluating citizen's requests but still complied with the current MUTCD requirements. Additionally, 60 intersections were evaluated for various signal/turn signal assessments. | Nassau County Dept. of Public Works Westbury, NY | \$99 fee | 2012 | Yes |
| 34. Cold Spring Road Roundabout Study, Town of Oyster Bay, NY. Conducted a traffic study in order to determine the feasibility of recommending a roundabout at an existing unsignalized intersection of Cold Spring Road and Syosset-Woodbury Road in the Town of Oyster Bay. | Nassau County Dept. of Public Works Westbury, NY | \$12 fee | 2007 | Yes |
| 35. Nassau County Traffic Design Engineer, Various Locations, NY. GPI is providing an on-site traffic engineer to assist Nassau County with their traffic engineering work efforts. | Nassau County Dept. of Public Works Westbury, NY | \$778 fee | 2015 | Yes |
| 36. Nassau County Traffic Design Engineer, Nassau County, NY. GPI provided an on-site traffic engineer to assist Nassau County with their traffic engineering work efforts. | Nassau County Dept. of Public Works Westbury, NY | \$82 fee | 2012 | Yes |
| 37. Beacons for Speed Zones, Various Locations, NY. GPI has been retained by Nassau County to provide contract drawings to install flashing beacon assemblies and upgrade signs in support of speed limit cameras proposed for 50 school zones. | Nassau County Dept. of Public Works Westbury, NY | \$99 fee | 2015 | Yes |
| 38. Resurfacing Various County Roads, Mission 7, Various Locations, NY. Resurfacing of 10.2 centerline lane miles of various existing asphalt and composite roadways throughout Nassau County. The goal is to rehabilitate and improve the riding surface quality of the roadways and to extend their service life. | Nassau County Dept. of Public Works Westbury, NY | \$157 fee | 2015 | Yes |
| 39. Nassau County Incident Management System, Phase 4, Nassau County, NY. Nassau County with GPI embarked on further developing their ITS infrastructure along various Nassau County corridors by adding CCTV coverage at about 30 sites with this project design. By utilizing County-owned network communication infrastructure that was being used for the traffic signal system, Nassau County implemented this project quickly and cost effectively providing a large benefit for a small capital investment. | Nassau County Dept. of Public Works Westbury, NY | \$125 fee | 2012 | Yes |
| 40. Nassau County Traffic Signal Expansion, Phase 7, Nassau County, NY. GPI developed plans, specifications and estimates for the reconstruction of 44 County-owned traffic signals and for the installation of 16.5 miles of fiber optic interconnect cable and conduit. | Nassau County Dept. of Public Works Westbury, NY | \$409 fee | 2013 | Yes |
| 41. Nassau County Traffic Signal Design Group 2, Westbury, NY. GPI developed plans, specifications and estimates for the reconstruction of County owned traffic signals. | Nassau County Dept. of Public Works Westbury, NY | \$57 Fee | 2008 | Yes |
| 42. Traffic Management Center Operations Personnel, Westbury, NY. This project will provide full-time operations personnel to staff the County's Traffic Management Center (TMC) facility in Westbury, NY. | Nassau County Dept. of Public Works Westbury, NY | \$500 fee | 2017 | Progressing on time/ budget |
| 43. Nassau County Traffic Sign Inventory and Management System, Nassau County, NY. Development of a computerized traffic sign management system to consolidate sign data information to enhance the inventory, management and maintenance responsibilities of the County. | Nassau County Dept. of Public Works Westbury, NY | \$550 fee-combined | 2003 | Yes |

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
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| Project Name and Location | Client Name & Address | Cost Of Work (in thousands) | Completion Date | Project was completed on time and within budget |
|--|---|--------------------------------|--------------------|--|
| 44. Nassau County Pavement Marking Design - Resurfacing Phase 28, Various Locations, NY. The objective of this assignment was to prepare permanent pavement marking design drawings for nine corridors corresponding to Contract H6270001C, issued by the Nassau County Dept. of Public Works for the year 2011. | Nassau County Dept. of Public Works Westbury, NY | \$22 fee | 2012 | Yes |
| 45. Nassau County Pavement Markings 715G, Nassau County, NY. The objective of this assignment was to prepare permanent pavement marking design drawings corresponding to Contract H6158715G, the second of four roadway resurfacing contracts being issued by the Nassau County Department of Public Works for the year 2009. | Nassau County Dept. of Public Works Westbury, NY | \$39 fee | 2009 | Yes |
| 46. Rockville Centre Bridge Painting, Rockville Centre, NY. The project involved construction inspection services for the rehabilitation and painting of pedestrian bridges over Peninsula Boulevard and Merrick Road in Rockville Centre. | Nassau County Dept. of Public Works Westbury, NY | \$2,687 | 2010 | Yes |
| 47. Suffolk County Closed Loop Signal Projects, Yaphank, NY. Development of a closed loop signal system to ultimately control all Suffolk County traffic signals. | Suffolk County Dept. of Public Works Yaphank, NY | \$992 fee | 2015 | Yes |
| 48. Engineering Services and Feasibility for CR 97, Nicolls Road from I-495 LIE to Daniel Webster Drive, Town of Brookhaven, NY. Perform a transportation study to determine the feasibility and construction cost of capacity improvements on CR 97 between the Long Island Expressway and the main entrance to SUNY Stony Brook (Daniel Webster Drive). | Suffolk County Dept. of Public Works Yaphank, NY | \$180 fee | 2015 | Yes |
| 49. CR3 Pinelawn Road, from Marcus Drive to Corporate Center Drive, Town of Huntington, NY. Preparation and development of a Design Approval Document (DAD) per the Procedures for Locally Administered Federal Aid Projects and preliminary and final design plans for an approximate 1.6 miles of roadway along CR 3 Pinelawn Road and Ruland Road / Colonial Springs Road in the Town of Huntington. | Suffolk County Dept. of Public Works Yaphank, NY | \$17,000 | 2015 | Yes |
| 50. CR3 Wellwood Avenue, from Conklin Street to Central Avenue, Town of Babylon, NY. This project involved the preparation and development of a Design Approval Document (DAD) per the Procedures for Locally Administered Federal Aid Projects and preliminary and final design plans for approximately one mile of roadway along CR 3 Wellwood Avenue, Conklin Street and Long Island Avenue in the Town of Babylon. | Suffolk County Dept. of Public Works Yaphank, NY | \$10,500 | 2015 | Yes |
| 51. Suffolk County Closed Loop Signal Project (Design Authorization 3), Yaphank, NY. This project will install new microcomputer controllers, cabinets, communications equipment on County roads and shall connect all required signals to a closed loop signal system operated out of the County's Traffic Engineering office in Yaphank. This project will implement central communications and control at 130 intersections on 18 Suffolk County arterials. | Suffolk County Dept. of Public Works Yaphank, NY | \$666 fee | 2017 | Progressing on time/ budget |
| 52. Suffolk County Closed Loop Signal Project (Design Authorization 2), Yaphank, NY. Expansion of the installation of microcomputer signal controllers on Suffolk County arterials. Interconnect infrastructure to be installed to provide central surveillance and control capabilities from the County's control center in Yaphank via an outsourced cable link. | Suffolk County Dept. of Public Works Yaphank, NY | \$1,240 fee | 2017 | Progressing on time/ budget |

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO APPENDIX 1E PROGRAM DESCRIPTION AND STAFFING FORM

| Project Name and Location | Client Name & Address | Cost Of Work (in thousands) | Completion Date | Project was completed on time and within budget |
|--|--|--------------------------------|--------------------|--|
| 53. Nicolls Road Alternatives Analysis Study, Various Locations, NY. GPI is evaluating various alternatives to improve transit service along Suffolk County CR-97 including options for Bus Rapid Transit, Transit Signal Priority and queue jumps. | Client: Parsons Brinckerhoff Tampa, FL / Owner: Suffolk County Dept. of Economic Development and Planning Hauppauge, NY | \$97 fee | 2016 | Yes |
| 54. Engineering Services in Conjunction with Improvements to CR 17, Phase III, Town of Islip, NY. A two-part project which includes conducting a comprehensive study to determine potential traffic operation improvements at the intersection of CR 17, Carleton Avenue/Wheeler Road and CR 67, Motor Parkway and review and modification of SCDPW specifications to comply with the NYSDOT's Procedures for Federally Aided projects. | Suffolk County Dept. of Public Works Yaphank, NY | \$345 fee | 2015 | Yes |
| 55. Safety Improvements on Various County Roads, CR 101, Patchogue-Yaphank Road from Dunton Avenue to CR 99, Woodside Avenue, Town of Brookhaven, NY. Evaluation of five intersections with existing safety and operational concerns and developing various conceptual alternatives to improve these locations. Tasks included review of traffic data and growth forecasts for use in capacity and signal warrant analyses. | Client: Gibbons, Esposito & Boyce Engineers, P.C. Uniondale, NY / Owner: Suffolk County Dept. of Public Works Yaphank, NY | \$25 fee | 2015 | Yes |
| 56. Town of Hempstead Sign Management System: Design & Implementation, Merrick, NY. Performed inventory on 25,000 traffic signs on Town roadways and developed a digital sign management system for Town employees' use. Developed contract drawings and provided construction inspection. | Town of Hempstead Dept. of General Services Hempstead, NY | \$832 fee | 2006 | Yes |
| 57. Narragansett Avenue Road Raise Construction Inspection /Construction Support Services, Seaford, NY. Narragansett Avenue is a 1,200-ft-long, low-lying street, situated in the south shore community of Seaford, NY, Town of Hempstead. Narragansett Avenue experiences frequent street flooding during normal high tidal events and severe street flooding during extreme tidal events made worse when occurring coincident with nor'easter storm events. GPI designed the "road raise" project for the Town to mitigate tidal flooding by raising the elevation of the roadway and replacing older poorly functioning tidal check valves inside drainage structures connected by pipe and discharging to surface waters of the Great South Bay and adjacent canals. | Town of Hempstead Engineering Hempstead, NY | \$979 fee | 2016 | Yes |
| 58. Traffic Study Reviews, Various Locations, NY. GPI reviewed traffic impact studies submitted to the Town for comment. These investigations were performed for various projects, large and small, including the Tanger Mall project, P.J. Ventures involving eight large box stores and the very large Heartland Town Square at Pilgrim State. Efforts involved report review, evaluation of assumption and analyses, validation of data and recommendations regarding appropriateness of mitigation. Expert testimony and affidavits are prepared and presented. | Town of Huntington Huntington, NY | \$35 | 2006 | Yes |

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ATTACHMENTS TO APPENDIX 1E PROGRAM DESCRIPTION AND STAFFING FORM

| Project Name and Location | Client Name & Address | Cost Of Work (in thousands) | Completion Date | Project was completed on time and within budget |
|---|--|--------------------------------|--------------------|--|
| 59. Round Swamp Road Traffic Engineering Design Services, Huntington, NY. This project involves the development of a traffic signal plan and four driver feedback devices, review of existing traffic signing deficiencies, and providing traffic calming recommendations in conformance with the Manual of Traffic Control Devices (MUTCD) guidelines. | Town of Huntington Huntington, NY | \$23 fee | 2015 | Yes |
| 60. Engineering Studies at The Greens Residential Community, Melville, NY. GPI investigated grading and drainage deficiencies at the newly constructed 240-acre residential community, The Greens at Half Hollow Hills. During the field visits, GPI noted problems with side slope erosion, water ponding, steep side slopes, and a lack of drywells to accommodate roof drainage. GPI prepared a technical report summarizing our findings and specifying solutions for the noted grading and drainage deficiencies. | Town of Huntington Huntington, NY | \$160 fee | 2010 | Yes |
| 61. Round Swamp Road Traffic Safety Study, Huntington, NY. Review of the Round Swamp Road Traffic Safety Study prepared by the Town of Huntington for completeness and conformity with the MUTCD and other design standards. | Town of Huntington Huntington, NY | \$4 fee | 2012 | Yes |
| 62. Post Avenue Traffic Calming Improvements, Westbury, NY. Traffic engineering services in connection with the preparation of design drawings for the implementation of traffic calming improvements along the corridor of Post Avenue within the Village of Westbury. | Village of Westbury Westbury, NY | \$32 fee | 2009 | Yes |
| 63. Town of Brookhaven Traffic Sign Inventory, Brookhaven, NY. GPI was hired by the town to develop an inventory program and perform the field data collection for all Town-owned signs. Sign data will be utilized to develop a comprehensive database of sign locations and properties for implementation of a management program to track compliance with current standards for minimum sign retroreflectivity. | Town of Brookhaven Dept. of Traffic/Safety Patchogue, NY | \$765 fee | 2015 | Yes |
| 64. Town of Brookhaven Sign Management Technical Support, Brookhaven, NY. GPI assisted the Town with the preparation of documents and information required by NYSDOT for initiation of the Sign Management Program. The various technical support tasks were required for release of \$1.25M Federal Aid for replacement of traffic signs and development of a Sign Management Program. | Town of Brookhaven Farmingville, NY | \$23 fee | 2009 | Yes |
| 65. Town of Smithtown Sign Inventory, Town of Smithtown, NY. GPI assisted with development and implementation of a plan to meet the requirements of recently adopted NYS law for sign retro-reflectivity. The plan included purchase of equipment to measure sign properties, establishment of a methodology to collect and organize sign information, selection of a database format to maintain sign data and development of training for required future efforts. | Town of Smithtown Smithtown, NY | \$15 fee | 2009 | Yes |
| 66. Route 110 Bus Rapid Transit Study, Town of Babylon, NY. GPI prepared a study for the implementation of a Bus Rapid Transit System on the Route 110 Corridor. Traffic data collection was required for the study, which included traffic counts, field geometry, signal timings, bus routing, ridership information, etc. Using this existing information, a "Baseline" microsimulation traffic model was developed utilizing VISSIM software. This has helped us to study the realistic behavior of traffic operation and visualization of the traffic operational results. | Client: Parsons Brinckerhoff Tampa, FL / Owner: Town of Babylon Lindenhurst, NY | \$33 fee | 2010 | Yes |

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ATTACHMENTS TO APPENDIX 1E PROGRAM DESCRIPTION AND STAFFING FORM

| Project Name and Location | Client Name & Address | Cost Of Work (in thousands) | Completion Date | Project was completed on time and within budget |
|---|---|--------------------------------|--------------------|--|
| 67. NYCEDC On-Call - Green Infrastructure Design Services, Brooklyn, NY. This project includes the hydraulic screening and final design for approximately 550 right-of-way bioswales (ROWBs) in Brooklyn for the Fresh Creek Jamaica Bay Tributary Area. Project area extends 495 acres and includes hydraulic analyses, screening of ROWB locations against NYCDEP criteria, extensive all-agency site visits, topographic survey, area-wide soil boring and permeability testing program, utility coordination, detailed bioswale, sidewalk and roadway design, preparation of final bid documents including all plans and estimate, and construction support. | New York City Dept. of Economic Development New York, NY | \$1,155 fee | 2017 | Progressing on time/ budget |
| 68. Drainage Improvements at Multiple Locations Nassau and Suffolk Counties, NY. This project was one of a series of Highway Runoff Mitigation projects designed to address drainage problems at various locations in Nassau / Suffolk Counties. | New York State Dept. of Transportation Albany, NY | \$5,000 | 2013 | Yes |
| 69. Westchester County Traffic Sign Replacement Program, White Plains, NY. GPI conducted the field inventory of all county-owned traffic signs, developing a Sign Management System, and prepared design documents to replace signs as required. In addition, GPI assisted in the bid process, provided design support during construction, inspected the work and provided all necessary construction administration to complete the sign replacements. | Westchester County Dept. of Public Works White Plains, NY | \$647 fee | 2007 | Yes |
| 70. NY 25A Northport Drainage Review, Town of Huntington, NY. Project included rehabilitation of drainage system to eliminate the infiltration of pollution into the system, GPI investigated various rehabilitation techniques and recommended the most effective for installation. | New York State Dept. of Transportation Albany, NY | \$53 fee | 2015 | Yes |
| 71. Traffic Signal Timing and Arterial Optimization, Suffolk County, NY. GPI developed timing plans along various corridors using Synchro software to improve control of 500+ signalized intersections. This project improved service to the traveling public along these corridors by improving safety, maximizing signal timing efficiency, coordinating signal timing, and reducing the overall delay on these arterials. | New York State Dept. of Transportation Albany, NY | \$2,026 fee | 2009 | Yes |
| 72. Traffic Signal Design Requirements, Various Locations, NY. GPI provided traffic signal design services for NYSDOT Region 10 annual requirements contract. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities. | New York State Dept. of Transportation Albany, NY | \$755 fee | 2009 | Yes |
| 73. Traffic Timing & Arterial Optimization, Various Locations, NY. GPI is developing timing plans along various corridors using Synchro software to improve control of 200+ signalized intersections. This project provides improved service to the traveling public along these corridors by improving safety, maximizing signal timing efficiency, coordinating signal timing, and reducing the overall delay on these arterials. | New York State Dept. of Transportation Albany, NY | \$692 fee | 2016 | Yes |
| 74. NYSDOT Traffic Signal Requirements Contracts XXVII & XXVIII, Nassau and Suffolk Counties, NY. GPI redesigned and rebuilt 27 existing NYSDOT signalized intersections conforming to NYSDOT standards and specifications. This effort continued GPI's support of past NYS traffic signal rebuilds and included new signal poles, vehicular and pedestrian signal heads, controller cabinet locations, conduit systems, etc. | New York State Dept. of Transportation Albany, NY | \$394 fee | 2013 | Yes |

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ATTACHMENTS TO APPENDIX 1E PROGRAM DESCRIPTION AND STAFFING FORM

| Project Name and Location | Client Name & Address | Cost Of Work (in thousands) | Completion Date | Project was completed on time and within budget |
|---|---|--------------------------------|--------------------|--|
| 75. Emergency Safety Structure and Pavement Design, Assignment #08 - Superstorm Sandy On-Call Assignment, Ocean Parkway Emergency Work Zone, Nassau and Suffolk Counties, NY. Provided emergency work zone traffic control drawings for the Ocean Parkway to facilitate repair of the eastbound pavement damaged during Superstorm Sandy. | New York State Dept. of Transportation Albany, NY | \$10 fee | 2012 | Yes |
| 76. Emergency Safety Structure and Pavement Design, Assignment #08 - Superstorm Sandy On-Call Assignment, Emergency Condition Assessments of On-System /Off-System Roadways, Various Locations, NY. GPI is providing emergency condition assessment services for roadways on the New York State Roadway System. This work includes site inspection, measurements, safety evaluations, and documentation of the conditions as a result of storm damage. | New York State Dept. of Transportation Albany, NY | \$20 fee | 2016 | Yes |
| 77. Emergency Safety Structure and Pavement Design, Assignment #08 - Superstorm Sandy On-Call Assignment, Orient State Park Road Reconstruction, Orient, NY. This project required engineering services to assess damage to the entrance road to Orient Point State Park from Superstorm Sandy and design the emergency repairs to get to roadway reopened to traffic. Damage assessment included field survey and investigation, documentation, and completion of the necessary forms such that federal funds for reimbursement for the work could be procured. Given the emergency nature of the work, the assessment, damage report, and design plans for the repairs had to be completed within five days for review by NYSDOT staff. Repair work is scheduled to begin three weeks after the initial inspection of the damage, and will be performed by the NYSDOT Emergency On-Call Contractor. | New York State Dept. of Transportation Albany, NY | \$20 fee | 2013 | Yes |
| 78. Engineering, Design and Inspection Services - Citywide ITS Related and Planning Projects, Citywide, NY. GPI is providing planning and design services for citywide intelligent transportation system (ITS) related and planning projects. This agreement provides engineering services for survey, street/highway design, traffic engineering/analysis and simulation, structural design, inspection, shop drawing review, value engineering, construction inspection and constructibility review activities. | New York City Dept. of Transportation New York, NY | \$7,606 fee | 2015 | Yes |
| 79. NYCDOT On-Call - Structural Analysis and Design of Signal Poles, New York, NY. Investigation and development of analysis and design modifications to NYCDOT standard traffic signal poles and foundations. | New York City Dept. of Transportation New York, NY | \$44 fee | 2009 | Yes |
| 80. NYCDOT On-Call - Safe Streets for Seniors Phase 2, Various Locations, NY. Investigate specific intersections and corridors in areas with a high elderly population. | New York City Dept. of Transportation New York, NY | \$320 fee | 2015 | Yes |
| 81. NYCDOT On-Call - Superstorm Sandy Reconstruction of Traffic Signal & Street Lighting Facilities, New York, NY. GPI was retained to supply office engineers to efficiently manage the records of the emergency contracts to repair the damage caused by Superstorm Sandy. | New York City Dept. of Transportation New York, NY | \$796 fee | 2015 | Yes |
| 82. NYCDOT On-Call - Citywide Congested Corridor Program Church Avenue and White Plains Road, Various Locations, NY. The project involved conducting capacity analysis at 14 key intersections utilizing Synchro Software for the existing, no-build and the future short-term and long-term scenarios. Pedestrian analysis and air quality assessments were also a part of this project. | New York City Dept. of Transportation New York, NY | \$538 fee | 2013 | Yes |

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

ATTACHMENTS TO APPENDIX 1E PROGRAM DESCRIPTION AND STAFFING FORM

| Project Name and Location | Client Name & Address | Cost Of Work (in thousands) | Completion Date | Project was completed on time and within budget |
|--|---|--------------------------------|--------------------|--|
| 83. NYCDOT On-Call - Transit Signal Priority System for Lower Manhattan, New York, NY. Study, design and deployment of a Transit System Priority (TSP) system on approximately two miles of multiple roadways, incorporating 34 intersections as part of the 1st and 2nd Avenue Bus Rapid Transit (BRT) project. | New York City Dept. of Transportation New York, NY | \$347 fee | 2015 | Yes |
| 84. NYCDOT On-Call - Transit Signal Priority for Hillside Avenue, Queens, NY. The NYCDOT is interested in investigating the possibility of implementing TSP between 165th Street and Braddock Avenue on Hillside Avenue. This is a 3.3-mile-long roadway segment and includes 47 signalized intersections within the proposed study area. | New York City Dept. of Transportation New York, NY | \$972 fee | 2017 | Progressing on time/ budget |
| 85. NYCDOT On-Call - Transit Signal Priority System for Webster Avenue, Bronx, NY. Study, design and deployment of a Transit System Priority (TSP) system on approximately five miles of multiple roadways, incorporating 67 intersections, to address transportation and traffic issues along the planned Bx41 Webster Avenue Select Bus Service (SBS) corridor. | New York City Dept. of Transportation New York, NY | \$784 fee | 2017 | Progressing on time/ budget |
| 86. NYCDOT On-Call - Transit Signal Priority System for Hylan Boulevard, Staten Island and Brooklyn, NY. This project involves the study, design and deployment of a TSP system on approximately 14 miles of roadway, incorporating 71 intersections as part of the NYCWIN Bus Rapid Transit (BRT) project. GPI is responsible for the development of a comprehensive field data collection program, traffic engineering and analysis to optimize the signal timings along the corridor and development of the Aimsun simulation model to evaluate the best method to implement TSP along the route and maximize its efficiency. | New York City Dept. of Transportation New York, NY | \$766 fee | 2017 | Progressing on time/ budget |
| 87. NYCDOT On-Call - Transit Signal Priority System for Nostrand Avenue, Brooklyn, NY. This project involves the study, design and deployment of a TSP system on approximately 4.4 miles of roadway, incorporating 34 intersections as part of the NYCWIN Bus Rapid Transit (BRT) project. The project also involves the development of a comprehensive field data collection program, traffic engineering and analysis to optimize the signal timings along the corridor and development of the Aimsun simulation model to evaluate the best method to implement TSP along the route and maximize its efficiency. | New York City Dept. of Transportation New York, NY | \$485 fee | 2017 | Progressing on time/ budget |
| 88. NYCDOT On-Call - Transit Signal Priority System for Victory Boulevard Extension, Staten Island, NY. This project involves the study, design and deployment of a TSP system on approximately six miles of roadway, incorporating 33 intersections as part of the NYCWIN Bus Rapid Transit (BRT) project. | New York City Dept. of Transportation New York, NY | \$300 fee | 2017 | Progressing on time/ budget |
| 89. NYCDOT On-Call - Transit Signal Priority for Main Street and Kissena/Parsons Boulevard, Queens, NY. Study and design a Transit Signal Priority system for buses along Main Street and Kissena/Parsons Boulevard in Queens, NY. | New York City Dept. of Transportation New York, NY | \$391 fee | 2017 | Progressing on time/ budget |
| 90. NYCDOT On-Call - Transit Signal Priority for M60 125th Street to LaGuardia Airport (Phase 1), Harlem and Astoria, NY. This project will study, design, and deploy a Transit Signal Priority system for M60 Select Buses along approximately seven miles of roadway primarily on 125th Street in Manhattan and Astoria Boulevard to LaGuardia Airport in Queens. The project also includes traffic engineering and analyses to optimize the signal timings along the corridors. | New York City Dept. of Transportation New York, NY | \$288 fee | 2017 | Progressing on time/ budget |

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO APPENDIX 1E PROGRAM DESCRIPTION AND STAFFING FORM

| Project Name and Location | Client Name & Address | Cost Of Work (In thousands) | Completion Date | Project was completed on time and within budget |
|--|--|--------------------------------|--------------------|--|
| 91. NYCDOT On-Call - Transit Signal Priority System for Utica Avenue, Brooklyn, NY. This project involves the study, design and deployment of a TSP system on approximately four miles of roadway, incorporating 53 intersections as part of the NYCWIN Bus Rapid Transit (BRT) project. GPI was responsible for the development of a comprehensive field data collection program, traffic engineering and analysis to optimize the signal timings along the corridor and development of the Aimsun simulation model to evaluate the best method to implement TSP along the route and maximize its efficiency. | New York City Dept. of Transportation New York, NY | \$361 fee | 2017 | Progressing on time/ budget |
| 92. NYCDOT On-Call - Sign Information Management System (SIMS) Early Action Contract, New York, NY. This multi-phase project included data collection for approximately 20,000 highway sign assets along 200 centerline miles of limited access highways, over 200 miles of associated ramps and interchanges, and various bridges within the City of New York and integration of inventory data into a prototype database as a proof of concept for the entire SIMS program. | New York City Dept. of Transportation New York, NY | \$199 fee | 2012 | Yes |
| 93. NYCDOT On-Call - Sign Information Management Systems (SIMS) Primary Contract, Phase 1, Various Locations, NY. GPI performed data collection for signs along limited access highways within the city and developed a database for the sign data. GPI also performed a data conversion test to determine the viability of a full scale conversion of legacy sign data. Project also included completion of a technical system design and requirements document to be used for future procurement of a systems integrator to implement a sign management system at DOT. | New York City Dept. of Transportation New York, NY | \$167 fee | 2012 | Yes |
| 94. NYCDOT On-Call - Sign Information Management Systems (SIMS), Primary Contract, Phase 2, Various Locations, NY. GPI expanded the pilot data conversion routine from phase 1 to develop a citywide program that converted data from the DOT's STATUS mainframe sign management system into a SQL server spatial data source on a nightly basis. | New York City Dept. of Transportation New York, NY | \$199 fee | 2013 | Yes |
| 95. NYCDOT On-Call - Phase 2 ITS Pedestrian Signal Survey, New York, NY. NYCDOT planned to install pedestrian countdown signals at 24 select intersections (one intersection in each borough) as a pilot program. GPI conducted studies at all five intersections, both before and after the countdown signals were installed to determine the effects of the countdown pedestrian signal on pedestrian and motorist behavior. | New York City Dept. of Transportation New York, NY | \$548 fee | 2010 | Yes |
| 96. NYCDOT On-Call - ITS Pedestrian Signal Survey, New York, NY. NYCDOT installed pedestrian countdown signals at five select intersections (one intersection in each borough) as a pilot program. GPI conducted studies at all five intersections, both before and after the countdown signals were installed, to determine the effects of the countdown pedestrian signal on pedestrian and motorist behavior. | New York City Dept. of Transportation New York, NY | \$128 fee | 2008 | Yes |
| 97. Traffic Engineering Design Services on a Call-In Basis for 2015-2018, Various NY/NJ Locations, NY. These call-in contracts involve providing technical traffic engineering support services on miscellaneous PANY&NJ projects. | Port Authority of New York & New Jersey Jersey City, NJ | Total fee to date: \$205 | 2015 | Yes |

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO APPENDIX 1E PROGRAM DESCRIPTION AND STAFFING FORM

| Project Name and Location | Client Name & Address | Cost Of Work (in thousands) | Completion Date | Project was completed on time and within budget |
|---|--|--------------------------------|--------------------|--|
| 98. NYCDOT On-Call - Cross Bay Boulevard Traffic Signal Timing Progression, Phase 1 Timing Initiative, Queens, NY. This traffic signal timing and arterial optimization project assisted the NYCDOT in improving their traffic signal timing thus, maximizing the use of available roadway capacity. NYCDOT's primary goal was to develop new timing plans with bi-directional flow patterns at 300+ signalized intersections (in these two project phases) along various corridors to assist with the flow of traffic during off-peak periods. NYCDOT maximized their available funding by utilizing bandwidth progression analysis with minimal data collection and minimal model data input. | New York City Dept. of Transportation New York, NY | \$13 fee | 2009 | Yes |
| 99. NYCDOT On-Call - Phase 2 Timing Initiative, Queens, Brooklyn, Bronx, SI, NY. This New York City project focused on the development of new timing plans of 278 signalized intersections along various corridors to assist with the flow of traffic during the off-peak periods. The project enhanced safety, reduced emissions, and discouraged high spot speeds along each arterial by strategically concentrating the off-peak vehicles into platoons that move at reasonable speed along the arterials. | New York City Dept. of Transportation New York, NY | \$155 fee | 2013 | Yes |
| 100. NYCDOT On-Call - Phase 3 Timing Initiative, Queens, Brooklyn, Bronx, SI, NY. This Phase 3 project continued work involving traffic signal optimization along various corridors in the City of New York. The project focused on the development of new timing plans for 628 signalized intersections along various corridors to assist with the flow of traffic during the off-peak periods. | New York City Dept. of Transportation New York, NY | \$328 fee | 2012 | Yes |
| 101. NYCDOT On-Call - Phase 4 Timing Initiative, Queens, Brooklyn, Bronx, SI, NY. This Phase 4 project continued work involving traffic signal optimization along various corridors in the City of New York. The project focused on the development of new timing plans for 610 signalized intersections along various corridors to assist with the flow of traffic during the off-peak periods. | New York City Dept. of Transportation New York, NY | \$383 fee | 2014 | Yes |
| 102. NYCDOT On-Call - Phase 5 Timing Initiative, Assignment 45, Various NYC Locations, NY. This Phase 5 project continued work involving traffic signal optimization along various corridors in the City of New York. The project focused on the development of new timing plans for 139 signalized intersections along various corridors to assist with the flow of traffic during the off-peak periods. | New York City Dept. of Transportation New York, NY | \$144 fee | 2013 | Yes |
| 103. NYCDOT On-Call - Phase 6 Timing Initiative, New York, NY. This Phase 6 project continues work involving traffic signal optimization along various corridors in the City of New York. The project focuses on the development of new timing plans for 287 signalized intersections along various corridors to assist with the flow of traffic during off-peak periods. | New York City Dept. of Transportation New York, NY | \$237 fee | 2015 | Yes |
| 104. NYCDOT On-Call - Phase 7 Timing Initiative, New York, NY. This Phase 7 project continues work involving traffic signal optimization along various corridors in the City of New York. The project focuses on the development of new timing plans for 513 signalized intersections along 12 corridors to assist with the flow of traffic during off-peak periods. | New York City Dept. of Transportation New York, NY | \$587 fee | 2016 | Yes |
| 105. Port Authority Open Ended Traffic Engineering, Various Locations, NY. On-call contract to provide technical traffic support services on miscellaneous PANY&NJ projects. | Port Authority of New York & New Jersey Jersey City, NJ | Total fee to date: \$3,657 | 2015 | Yes |

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO APPENDIX 1E PROGRAM DESCRIPTION AND STAFFING FORM

| Project Name and Location | Client Name & Address | Cost Of Work (in thousands) | Completion Date | Project was completed on time and within budget |
|---|--|--------------------------------|--------------------|--|
| 106. George Washington Bridge Traffic Simulation Model Development and Technical Support, Fort Lee, NJ. The primary objective for this contract is the expansion of the existing GWB traffic simulation model to include the western half of the facility from about midspan, through the New Jersey approaches, to the PANY&NJ's jurisdictional limits at Fletcher Avenue. | Port Authority of New York & New Jersey Jersey City, NJ | \$24 fee | 2015 | Yes |
| 107. Pavement Marking and Traffic Signal Maintenance Contract Development, Various Facilities, NY. Technical support services will be provided on an as-required basis including development of traffic signal maintenance and pavement marking installation contracts for PANY&NJ facilities. | Port Authority of New York & New Jersey Jersey City, NJ | \$91 fee | 2015 | Yes |
| 108. Technical Support Maintenance Contracts, Various Locations, NY and NJ, NY. GPI provided technical services to develop a facility-wide pavement marking installation contract, a traffic signal maintenance contract for JFK Airport and provided technical services for the maintenance and operation of ITS equipment at JFK Airport | Port Authority of New York & New Jersey Jersey City, NJ | \$84 Fee | 2013 | Yes |
| 109. LaGuardia Airport Oversight and Support Services, New York, NY. The primary objective of this effort is to assign on-site technical support services to provide continuous evaluation and monitoring of general traffic operations throughout the facility, the identification and subsequent replacement and/or rehabilitation of deteriorated or obsolete traffic control devices, and coordination with facility personnel to ensure safe progression through LaGuardia Airport. | Port Authority of New York & New Jersey Jersey City, NJ | \$429 fee | 2016 | Yes |
| 110. Traffic Engineering Design & Construction Support Specialist, New York, NY/Fort Lee, NJ, NY. GPI personnel will develop Stage I, Stage II and Stage III contract documents, consisting of contract drawings, specifications and estimates for GWB and GWB Bus Station design projects. We will also provide Stage IV construction support services, including the development of post award contract changes. | Port Authority of New York & New Jersey Jersey City, NJ | \$181 fee | 2015 | Yes |
| 111. PANYNJ-Port Newark Port Street Corridor Improvements, Jersey City, NJ. Project includes the development of final design and contract documents (Stage III) and Post construction Contract Award Services for roadway, bridge, ITS, signing and lighting improvements associated with this corridor improvement project. | Port Authority of New York & New Jersey Jersey City, NJ | \$68,000 Const. cost | 2019 | Progressing on time/ budget |
| 112. George Washington Bridge and Bus Station, New York, NY. The primary objective of this effort is to provide a design team, collectively possessing extensive expertise in the area of traffic engineering design and construction support, for the purpose of providing day-to-day professional engineering services for the George Washington Bridge and George Washington Bridge Bus Station. | Port Authority of New York & New Jersey Jersey City, NJ | \$89 Fee | 2015 | Yes |

**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

**GREENMAN PEDERSEN INC
325 WEST MAIN STREET
ATTN MICHELE BOBICH
BABYLON, NY 11702-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2015 TO 12/31/2017.

Douglas E. Lentivech

DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011886



John B. King Jr.

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

*The University of the State of New York
Education Department
Office of the Professions*

REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number: 066961-1

Certificate Number: 8970418

CARTER MARY DENISE
[REDACTED]

is registered to practice in New York State through 09/30/2018 as a(n)
PROFESSIONAL ENGINEER

LICENSEE/REGISTRANT

[Signature]
EXECUTIVE SECRETARY

[Signature]
ACTING COMMISSIONER OF EDUCATION

[Signature]
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

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SEE BACK FOR IMPORTANT INFORMATION

**The University of the State of New York
Education Department
Office of the Professions**

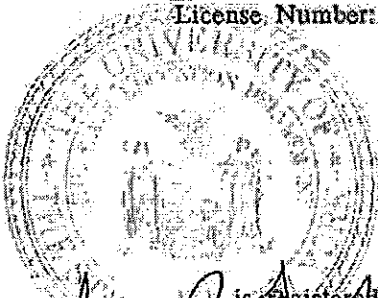
REGISTRATION CERTIFICATE

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License Number: 000807-1

Certificate Number: 8968691

GARRAHAN JAMES P JR



James P. Garrahan Jr.
LICENSEE/REGISTRANT

[Signature]
EXECUTIVE SECRETARY

is registered to practice in New York State through 06/30/2018 as a(n)
LANDSCAPE ARCHITECT

Elizabeth R. Burli
ACTING COMMISSIONER OF EDUCATION

[Signature]
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

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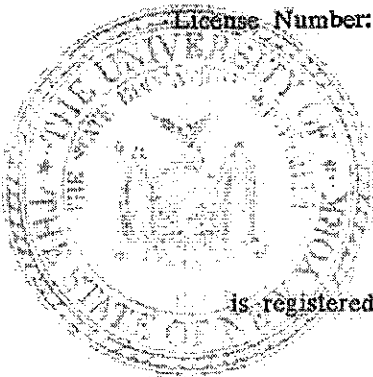
REGISTRATION CERTIFICATE

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License Number: 071382-1

Certificate Number: 8838345

BARRETT WILLIAM E
[REDACTED]



is registered to practice in New York State through 01/31/2018 as a(n)
PROFESSIONAL ENGINEER

LICENSEE/REGISTRANT

[Signature]
EXECUTIVE SECRETARY

[Signature]
ACTING COMMISSIONER OF EDUCATION

[Signature]
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

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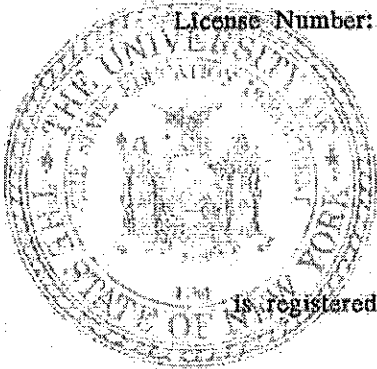
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Education Department
Office of the Professions**

REGISTRATION CERTIFICATE

Do not accept a copy of this certificate

License Number: 065594-1

Certificate Number: 8819355



STROH WILLIAM A

is registered to practice in New York State through 03/31/2018 as a(n)
PROFESSIONAL ENGINEER

LICENSEE/REGISTRANT

Jane V. Yell
EXECUTIVE SECRETARY

Julius W. Z. G.
COMMISSIONER OF EDUCATION

Dale E. Kell
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

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RFP APPENDIX "H"

APPENDIX "L"

Certificate of Compliance

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

Executive Vice President/Branch Manager

1. The ~~chief executive officer~~ of the Contractor is:

M. Denise Carter, P.E. (Name)

325 West Main Street, Babylon, NY 11702 (Address)

(631) 587-5060 (Telephone Number)

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

Please see attached.

* Please note that the Senior Vice President/Branch Manager has signed this form in lieu of the CEO, who was unavailable at the time of submittal. An updated form bearing the CEO's signature can be provided at a future date upon request.

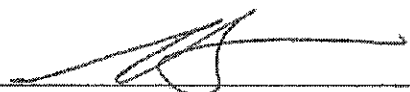
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational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

Please see attached.

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

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

06/01/17
Dated

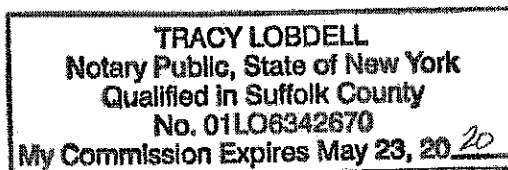

Signature of ~~Chief Executive Officer~~
Executive Vice President/Branch Manager

M. Denise Carter, P.E.
Name of ~~Chief Executive Officer~~
Executive Vice President/Branch Manager

Sworn to before me this

1st day of June, 2017


Notary Public



GREENMAN-PEDERSEN, INC.
EIN# 11-2537074

Prepared: May 25, 2017

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
CERTIFICATE OF COMPLAINT

Question 3 In the past five years, Contractor has been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

Morrisville Vermont - Vermont OSHA violation: A Vermont OSHA citation was issued on May 23, 2013 when a GPI employee failed to wear sufficient hearing protection in what VOSHA classified as a required area. Although GPI's records indicated that the noise level at that location had not sustained the mandatory hearing protection threshold of 85db and GPI staff had hearing protection on their person for such instances, VOSHA concluded adversely. GPI was cited with a serious violation. The matter was abated on May 31, 2013 and GPI paid \$1,875 as part of an informal settlement.

Question 4 In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

See, Morrisville Vermont OSHA violation, disclosed in response to 3 above.

GPI reserves the right to supplement information provided on the Lists in the event additional responsive material becomes known. Lists were prepared based on actual knowledge of the preparer after reasonable search and inquiry.

May 25, 2017

Disclosure: Disclose all allegations or claims of substandard work, unethical or illegal practices or debarment or suspension from State- or Federally-funded projects, and provide documentation as to the resolution of these matters.

Federal Funding:

1) Adams, et al. v. Town of Montague, et al., United States District Court for the District of Massachusetts. This action arose from a MassDOT project to widen Hatchery Road which runs through Plaintiffs' farm over a municipal right of way. Plaintiff's claimed appropriation of their property connected to the project. Case was dismissed without prejudice on March 23, 2015.

2) Commonwealth of Massachusetts and Massachusetts Turnpike Authority v. Greenman-Pedersen, Inc., et al., Superior Court Commonwealth of Massachusetts. Massachusetts Turnpike Authority/ Commonwealth of Massachusetts initiated a claim for cost recovery for the CA/T Project ("Big Dig") against the Construction Manager and 24 other Section Design Consultants. On or about January 30, 2008, the matter settled pursuant to a confidential settlement agreement which provides that the settlement cannot be construed as an admission of any kind. The underlying suit was dismissed with prejudice on February 6, 2008.

3) Ewell W. Finley, P.C. v. Greenman-Pedersen, Inc., New York State Supreme Court, Suffolk County. This was a breach of contract action by a GPI subconsultant on a NYSDOT project. The nature of the breach alleged was unclear due to sparsely pled allegations. This action was dismissed with prejudice by stipulation on October 15, 2012 and settled October 25, 2012.

4) Lake Champlain Bridge: NYSDOT's claim dated November 7, 2013, for malfunctioning bridge lighting provided and installed by Flatiron Constructors' Inc. or its subcontractor Gomez Electric and allegedly inspected by GPI. In February, 2015, this matter settled pursuant to a confidential settlement agreement without any admission of liability or any error or omission.

5) Claim by Rail Road Construction, Corp. ("RCC") with respect to GPI's contract with New Jersey Department of Transportation: RCC filed a claim against NJDOT for a truck weigh station and roadway project. Portions of RCC's claim against NJDOT on the construction contract, to which GPI was not a party, alleged that certain design errors contributed to damages incurred by RCC. In December, 2009, matter settled pursuant to a confidential settlement agreement which provides that the settlement cannot be construed as an admission of liability.

6) Girard Point Bridge: described in response to Question 12 of the Business History Form.

7) Berkeley Township Sewerage Authority ("BTSA") v. State of New Jersey, Department of Transportation, et al., [third-party caption omitted] Superior Court of New Jersey, Law Division, Ocean County. Third party action by NJDOT against GPI and other third-party defendants based on an underlying action against NJDOT by the BTSA for damage to its sewer pipes. NJDOT's motion for partial summary judgment was granted March 17, 2017. However, plaintiff's claims against NJDOT for breach of contract and breach of express warranty remain. On April 28, 2017, NJDOT agreed to discontinue its claims for contribution and common law indemnification against

May 25, 2017

GPI. NJDOT's claim for contractual indemnity remains. Matter is in the discovery stage and the subject of insurance defense and coverage.

State Funding:

8) Bergen County Juvenile Justice Campus Project: Bergen County's claim for failure of a re-test of the smoke evacuation system on December 6, 2012. GPI provided Mechanical System design services as subconsultant to Ronald Schmidt & Associates, PA. GPI was advised on January 7, 2013, that this matter was resolved. GPI made no payment on the claim.

9) Creamer-Sanzari, a Joint Venture, v. State of New Jersey, Department of Transportation [third-party caption omitted], Superior Court of New Jersey, Law Division, Bergen County. This action arose out of delays on NJDOT's Route 120 Paterson Plank Road Project due to the relocation of utilities. Third Party Complaint alleged indemnification and contribution. Matter settled on June 15, 2015. A stipulation of dismissal was filed on November 12, 2015.

10) Boston and Maine Corporation vs. The Town of Montague, et al., Middlesex Superior Court, Commonwealth of Massachusetts. Plaintiff claimed property damage as a result of geotechnical test borings done on or near its property. Matter settled at mediation in or about November, 2011.

11) Manchester High School: New Jersey Schools Development Authority claimed against Hillier International Inc. and GPI to recover a payment made in settlement of a substantial change order claim against it by the general contractor in or about 2006. GPI served as a sub-consultant to Hillier. Matter settled pursuant to a confidential settlement agreement in 2012, which expressly stated that the settlement cannot be construed as an admission of liability.

12) Cello LLC v. City of Saratoga Springs, et al., New York State Supreme Court Saratoga County. Cello, LLC operates a restaurant adjacent to Ballston Avenue. Cello, LLC alleges that the defendants "failed to timely and properly give notice of the impending closure of Ballston Avenue . . . and that the [alleged] negligent acts resulted in loss of profits and reputation". Matter recently settled and settlement documents are being finalized. Matter is the subject of GL insurance defense and coverage.

GPI reserves the right to supplement information provided on the List in the event additional responsive material becomes known. List was prepared based on actual knowledge of the preparer after reasonable search and inquiry.

The information provided in response does not include construction site accidents, other personal injury suits or declaratory judgment actions related to insurance coverage for: i) those personal injury actions, in which it is alleged that GPI's professional negligence or negligence caused or was a contributing cause of the accident or ii) related third party actions and/or cross claims for indemnification/contribution. GPI is of the opinion that such matters arise from the normal conduct of the affairs of GPI in society. Generally, such suits, third party actions and cross claims are the subject of insurance defense and coverage. However, detailed information with respect to such matters will be made available upon request.

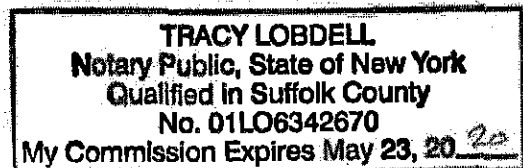
CERTIFICATION

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

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

Sworn to before me this 1st day of June 20_17

Tracy Lobdell
Notary Public



Name of submitting business: Greenman-Pedersen, Inc.

By: M. Denise Carter, P.E.

Print name
[Signature]
Signature

Executive Vice President/Branch Manager
Title

06 / 01 / 2017
Date

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

1. Name of the Entity: Greenman-Pedersen, Inc.

Address: 325 West Main Street

City, State and Zip Code: Babylon, NY 11702

2. Entity's Vendor Identification Number: 11-2537074

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

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

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

See attached.

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

As of October 1, 2006, 100% of Greenman-Pedersen, Inc. is owned by Greenman-Pedersen, Inc.

Employee Stock Ownership Trust (ESOT).

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.

No affiliated or subsidiary company will be taking part in the performance of this contract.

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

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

None.

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

None.

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

None.

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

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

Dated: February 6, 2017

Signed: 

Print Name: M. Denise Carter, P.E.

Title: Executive Vice President/Branch Manager

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

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

QUESTION 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):

Board of Directors:

| Name / Home Address | Title / Business Address |
|--|--|
| Steven Greenman, P.E. [REDACTED] | Chairman of the Board 3306 Enterprise Rd., Fort Pierce, FL 34982 |
| Ralph Csogi, P.E. [REDACTED] | CEO/President 100 Corporate Drive, Suite 301, Lebanon, NJ 08833 |
| Gary Etter, P.E. [REDACTED] | Executive Vice President/Chief Operating Officer 100 Corporate Drive, Suite 301, Lebanon, NJ 08833 |
| Michael Buoncore, C.P.A., C.D.A. [REDACTED] | Chief Financial Officer/Executive Vice President 325 W. Main Street, Babylon, NY 11702 |
| Christer Ericsson, P.E. [REDACTED] | Chief Marketing Officer/Executive Vice President 181 Ballardvale St., Suite 202, Wilmington, MA 01887 |

Officers:

| Name / Home Address | Title / Business Address |
|---|---|
| George Brode, P.E., LEED AP [REDACTED] | Executive Vice President/Branch Manager 7650 Standish Place, Suite 109, Rockville, MD 20855 |
| Sandra Bucklew, P.E. [REDACTED] | Executive Vice President/Branch Manager 1590 Village Square Blvd., Tallahassee, FL 32309 |
| Mary Denise Carter, P.E. [REDACTED] | Executive Vice President/Branch Manager 325 W. Main Street, Babylon, NY 11702 |
| Scott Deitche [REDACTED] | Executive Vice President/Branch Manager 1000 North Ashley Drive Suite 100, Tampa, FL 33602 |
| Gregory Johnson, P.E. [REDACTED] | Executive Vice President/Branch Manager 100 Corporate Drive, Suite 301, Lebanon, NJ 08833 |
| Patrick Kenneally, P.E. [REDACTED] | Executive Vice President/Branch Manager 80 Wolf Road, Suite 300, Albany, NY 12205 4950 Genesee Street, Suite 165, Buffalo, NY 14225 |
| Timothy Letton [REDACTED] | Executive Vice President/Branch Manager 181 Ballardvale St., Suite 202, Wilmington, MA 01887 |
| August Maas, P.E. [REDACTED] | Executive Vice President/Branch Manager 8 Gibson Street, North East, PA 16428 |

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

QUESTION 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):

| Name / Home Address | Title / Business Address |
|--|---|
| Joseph Nemmer, P.E. [REDACTED] | Executive Vice President/Branch Manager 4950 Genesee St., Suite 165, Buffalo, NY 14225 |
| Louis Norella III, P.E., LEED AP [REDACTED] | Executive Vice President/Branch Manager 50 Glenmaura National Blvd., Suite 102, Scranton, PA 18505 |
| Douglass Robb, P.E. [REDACTED] | Executive Vice President/Branch Manager 10977 Guilford Road, Annapolis Junction, MD 20701 |
| Robert Rupert, P.E. [REDACTED] | Executive Vice President/Branch Manager 1010 East Adams St., Suite 140, Jacksonville, FL 32202 |
| Frank Scheller, P.E. [REDACTED] | Executive Vice President/Branch Manager 400 Rella Boulevard, Suite 207, Montebello, NY 10901 |

GREENMAN-PEDERSEN, INC.

May 22, 2017

EIN#: 11-2537074

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

QUESTION 6

List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None").

SUBSIDIARIES:

GPI Laboratories, Inc. FKA Corrosion Control Consultants and Labs, Inc. *(name changed as of 11/16/16)*
4403 Donker Court S. E., Kentwood, MI 49512
FEIN: 38-2563749 From 06/01/06 to Present

Keller & Kirkpatrick, Inc.
301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950
FEIN: 80-0316965 From 01/01/09 to Present

GPI Michigan, Inc.
4403 Donker Court S.E., Kentwood, MI 49512
FEIN: 32-0363167 From 12/23/2011 to Present

Hill Engineering, Inc.
8 Gibson Street North East, PA 16428
FEID: 25-1424622 From 4/30/16 to Present

AMENDMENT NO.2

AMENDMENT, dated as of _____, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Greenman – Pedersen, Inc., 325 West Main Street, Babylon, NY 11702 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number B9062201C between the County and the Firm, executed on behalf of the County on date, (the "Original Agreement"), the Firm performed certain services for the County in connection with design and design related construction administration services for the Redevelopment of the Hempstead Road Maintenance Facility, 465 Baldwin Road, Hempstead, New York, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from **December 17, 2009** through **December 31, 2012** (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six hundred Thousand Dollars (\$600,000) (the "Maximum Amount");

WHEREAS, the term of the Original Agreement was extended by Amendment (the "Amendment") so that the termination date of the Original Agreement is now **December 31, 2015**. (the "Amendment Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Amendment, as full compensation for the Services, was Nine Hundred Fifty Thousand Dollars (\$950,000) (the "Maximum Amount");

WHEREAS, the County and the Contractor desire to extend the Amendment term; in order to complete the Services.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment ("Amendment No. 2"), the parties agree as follows:

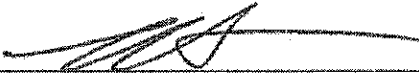
1. Term Extension. The Original Term and as amended by the Amendment Term shall be extended by **Twenty Four (24) months**, commencing January 1, 2016, so that the termination date as amended by this Amendment ("Amendment Term No.2") shall be **December 31, 2017**. The Department, in its sole discretion, shall have the right to extend this Amended Term for a period of up to **one (1) year** by delivering a notice of extension to the Firm at least (30) days prior to the Expiration date.

2. Payment. Section 3(a) Amount of Consideration shall be revised to increase by Four Hundred Forty Thousand Five Hundred Dollars (\$440,500) so that the total maximum amount that the County shall pay to the firm as full consideration for service including extra services shall not exceed One Million Three Hundred Ninety Thousand Five Hundred Dollars (\$1,390,500.00). Payment for additional services shall be made in accordance with the rates and terms provided for the Original Agreement.

3. Full Force and Effect. All the terms and conditions of the Original Agreement and Amendment No.1 not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

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

Greenman-Pedersen, Inc.

By: 
Name: M. Denise Carter, PE
Title: Executive Vice President/Branch Manager
Date: June 1, 2017

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 1st day of June in the year 2017 before me personally came M. Denise Carter to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the EVP/Branch Manager of Greenman-Pedersen, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



TRACY LOBDELL
Notary Public, State of New York
Qualified in Suffolk County
No. 01LO6342670
My Commission Expires May 23, 2020

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Shila Shah-Gavnaudias, Commissioner

DATE: February 8, 2017

SUBJECT: Time Extension/Fee Adjustment for Greenman-Pedersen, Inc.
Redevelopment of NCDPW Hempstead Road Maintenance Facility
Contract No. B90622C
Encumbrance No. CFPW09000029

Nassau County procured Greenman-Pedersen, Inc. (GPI) to provide design and design related construction administration services for the Redevelopment of NCDPW Hempstead Road Maintenance Facility with an original expiration date of December 31, 2012. The agreement was then amended to extend the contract expiration date an additional thirty-six (36) months to December 31, 2015. The service agreement has now expired as construction is still on-going due to a later than anticipated construction start date, as well as construction delays. It is this Department's recommendation that GPI's Service Agreement be extended twenty-four (24) months to December 31, 2017.

In accordance with Appendix A, Section II and Appendix B, Section II "Extra Services or Additional Costs" of the Contract Agreement, GPI is entitled to compensation for additional work. During the initial planning process an environmental review of the site was required due to possible contamination of the soil from fuel leaks, spills, etc. Soil sampling and testing was performed at areas that visibly had surface contamination as well as areas with a likelihood for contamination below grade, for example, fuel tanks and storm drainage structures. Also, soil borings were required to check for bearing capacity because of potentially poor soil. Subsequently, there was additional administrative work and design coordination involved in the planning and design process. Additionally, there was a redesign of the fueling island that included modifications to the canopy structure and footing, relocation of the fueling tanks, replacement of a suction system to a pressurized system, and related revisions to the construction documents and specifications. These extra services provided by GPI total **\$127,225.40**.

Due to Phase II construction going beyond the original contract completion date of January 10, 2017, GPI in the letter dated January 17, 2017, requests additional funding to complete their construction administration. It is estimated by GPI and by this Department that eight (8) months of additional time will be required to complete the project at a cost of **\$112,000.00** to the County.



Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

February 8, 2017

Page 2

SUBJECT: Time Extension/Fee Adjustment for Greenman-Pedersen, Inc.
Redevelopment of NCDPW Hempstead Road Maintenance Facility
Contract No. B90622C
CFPW09000029

During the initial award process in 2009, fees for GPI to perform design and construction administrative services for the above referenced project have been based on an initial construction estimate of \$5,000,000.00. This estimate was established with a preliminary concept and program. During the design phase, the program became more defined, critical components were added, or increased in size, and raised the scope of the project to an Engineer's Estimate of \$13,900,000.00. Phase I construction is now complete while Phase II construction is on-going. Therefore, GPI has requested that the County use the actual contract awarded amounts of \$2,747,000.00 (Phase I) and \$13,407,000.00 (Phase II), totaling \$16,154,000.00, as a basis for determining their compensation. As a result GPI's fee will be increased by \$134,113.00. This fee adjustment represents 5.95% of the construction cost as interpolated from "Exhibit B" of the Contract Agreement. This increase, along with the additional cost for the "Extra Services" described above, comes to a total increase of \$373,338.40 above the previous amended fee of \$890,752.60.

This brings the total fees to \$1,264,091.00 which exceeds the previously amended contract cap amount of \$950,000.00.

It is the Department's recommendation that the Contract Agreement be amended to reflect the increased cap amount of **\$1,390,500.00** (including contingencies). The required funding is currently available under capital project 90622.

If you approve of this request, please sign below and return this memorandum to this office so we may implement the appropriate procedures to perform this work.



Shila Shah-Gavnoudias
Commissioner

SSG:RM:ac

c: Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Robert LaBaw, Architect III
Joseph Amerigo, Civil Engineer III
Carmelo Mazza, Architect II
Valiant Yeung, Architect II

APPROVED:

DISAPPROVED:



Richard R. Walker
Chief Deputy County Executive

2/15/2017
Date

Richard R. Walker
Chief Deputy County Executive

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2016

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

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

| | | | | | | | | | | | | | | | |
|--|--------|---|--|-----------------------------------|--------|--|-------|------------------------------------|-------|---|-------|------------|--|------------|--|
| PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042 | | CONTACT NAME: KARL HUCKE PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 1-516-706-2973 E-MAIL: khucke@genattgrp.com ADDRESS: khucke@genattgrp.com | | | | | | | | | | | | | |
| INSURED Greenman Pedersen, Inc. 325 West Main Street (Babylon, NY) Babylon NY 11702 | | INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Liberty Insurance Corp</td><td>NAIC #</td></tr><tr><td>INSURER B: AGCS Marine Insurance Company</td><td>22837</td></tr><tr><td>INSURER C: Ironshore Indemnity Inc</td><td>23647</td></tr><tr><td>INSURER D: Starr Indemnity & Liability Co</td><td>38318</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | | INSURER A: Liberty Insurance Corp | NAIC # | INSURER B: AGCS Marine Insurance Company | 22837 | INSURER C: Ironshore Indemnity Inc | 23647 | INSURER D: Starr Indemnity & Liability Co | 38318 | INSURER E: | | INSURER F: | |
| INSURER A: Liberty Insurance Corp | NAIC # | | | | | | | | | | | | | | |
| INSURER B: AGCS Marine Insurance Company | 22837 | | | | | | | | | | | | | | |
| INSURER C: Ironshore Indemnity Inc | 23647 | | | | | | | | | | | | | | |
| INSURER D: Starr Indemnity & Liability Co | 38318 | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 647787392

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | |
|---|--|-----------|------------|--------------------------|--------------------------|--------------------------|--|---|--------------|---|--------------|------------------------------|--------------|--------------------------------|-------------|-------------------|-------------|------------------------|-------------|--|----|
| D | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOG | | | 1000025533161 | 12/31/2016 | 12/31/2017 | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE | \$1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000 | MED EXP (Any one person) | \$10,000 | PERSONAL & ADV INJURY | \$1,000,000 | GENERAL AGGREGATE | \$2,000,000 | PRODUCTS - COMP/OP AGG | \$2,000,000 | | \$ |
| EACH OCCURRENCE | \$1,000,000 | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000 | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$10,000 | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$1,000,000 | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$2,000,000 | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$2,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 1000198539161 | 12/31/2016 | 12/31/2017 | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table> | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | | \$ | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | TH7811260851028 | 12/31/2016 | 12/31/2017 | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$10,000,000</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE | \$10,000,000 | AGGREGATE | \$10,000,000 | | \$ | | | | | | | | |
| EACH OCCURRENCE | \$10,000,000 | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$10,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N/A | 1000002543 1000002541 | 12/31/2016 12/31/2016 | 12/31/2017 12/31/2017 | <table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table> | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTH-ER | E.L. EACH ACCIDENT | \$1,000,000 | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 | E.L. DISEASE - POLICY LIMIT | \$1,000,000 | | | | | | |
| <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTH-ER | | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$1,000,000 | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$1,000,000 | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$1,000,000 | | | | | | | | | | | | | | | | | | | | |
| B C | Property Professional Liability | | | MX193055344 001548102 | 12/31/2016 6/30/2016 | 12/31/2017 6/30/2016 | <table border="1"><tr><td>Valuable Papers</td><td>\$500,000</td></tr><tr><td>Each Claim</td><td>\$5,000,000</td></tr><tr><td>Aggregate</td><td>\$10,000,000</td></tr></table> | Valuable Papers | \$500,000 | Each Claim | \$5,000,000 | Aggregate | \$10,000,000 | | | | | | | | |
| Valuable Papers | \$500,000 | | | | | | | | | | | | | | | | | | | | |
| Each Claim | \$5,000,000 | | | | | | | | | | | | | | | | | | | | |
| Aggregate | \$10,000,000 | | | | | | | | | | | | | | | | | | | | |

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

WORKERS COMPENSATION NOT APPLICABLE IN MONOPOLISTIC STATES - OH, ND, WA, WV, WY FOREGOING PER POLICY FORM

RE: BAB-2009042.00 REDEVELOPMENT OF NCDPW ROAD HEMPSTEAD MAINTENANCE FACILITY WEIR STREET HEMPSTEAD
ADDITIONAL INSURED STATUS ENCOMPASSES GENERAL LIABILITY, AUTOMOBILE & UMBRELLA COVERAGE. WAIVER OF SUBROGATION STATUS ENCOMPASSES GENERAL LIABILITY, AUTOMOBILE, UMBRELLA AND WORKERS COMPENSATION
See Attached...

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

NASSAU COUNTY DEPT 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

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AGENCY CUSTOMER ID: GREENMAN

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| | | |
|-------------------------------|-----------|--|
| AGENCY PG Genatt Group LLC | | NAMED INSURED Greenman Pedersen, Inc. 325 West Main Street (Babylon, NY) Babylon NY 11702 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

COVERAGE. NASSAU COUNTY, THE DEPARTMENT AND ITS OFFICERS, EMPLOYEES AND AGENTS ARE INCLUDED AS
ADDITIONAL INSUREDS

Appendix O
USDOJ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION

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)

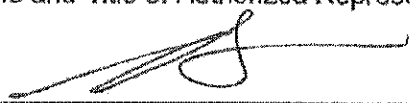
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(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 or 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.

| | |
|---|----------|
| M. Denise Carter, P.E., Executive Vice President/Branch Manager | 05/22/17 |
| Name and Title of Authorized Representative | m/d/yy |

| | |
|---|----------|
|  | 05/22/17 |
| Signature | Date |

| |
|-------------------------|
| Greenman-Pedersen, Inc. |
| Name of Organization |

| |
|---|
| 325 West Main Street, Babylon, NY 11702 |
| Address of Organization |

May 22, 2017

Ms. Shila Shah-Gavnoudias, P.E., Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

**RE: Iran Divestment Act Statement
Contract Amendment for Design & Construction Administration services at the Hempstead
Road Maintenance Facility
Contract ID#: B9062201C**

Dear Commissioner Shah-Gavnoudias:

By submission of this contract, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

Sincerely,

GREENMAN-PEDERSEN, INC.



M. Denise Carter, P.E.
Executive Vice President/Branch Manager

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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

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

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

Dated: 6/14/17

Vendor: BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS PC
Signed: [Signature]
Print Name: ROGER P. SMITH
Title: PRESIDENT

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

NONE

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

NONE

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

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

NO

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

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

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

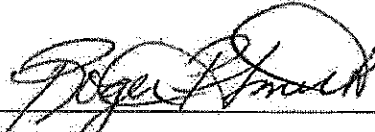
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 6/14/17

Signed:

Print Name:

Title:



ROBERT P. SMITH

PRESIDENT

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name ROGER P. SMITH
Date of birth 6/10/1955
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 244 E. MAIN ST.
City/state/zip PATCHOGUE, NY 11772
Telephone 631-475-0349
Other present address(es) NONE
City/state/zip NONE
Telephone NONE
List of other addresses and telephone numbers attached

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

President / / / 2000 Treasurer / / /
Chairman of Board / / / Shareholder / / /
Chief Exec. Officer / / / Secretary / / /
Chief Financial Officer / / / Partner / / /
Vice President / / /
(Other)

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

YES ☒ NO ☐ If Yes, provide details.

Roger P. Smith owns 100% of BBS Architects, Landscape Architect and Engineers PC

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 not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO ☐ If Yes, provide details.

BBS Architect P.C.

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. *Stanford Public Schools*

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

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

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

CERTIFICATION

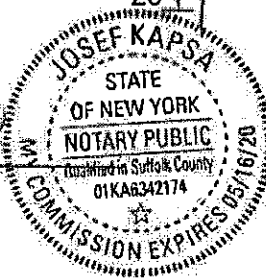
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 14th day of June, 2017

Notary Public

Josef Kapsa



BBS ARCHITECTS, LANDSCAPE ARCHITECTS + ENGINEERS, PC

Name of submitting business

ROGER P. SMITH

Print name

Roger P. Smith

Signature

PRESIDENT

Title

6 / 14 / 17

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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1. ^{Officer} Principal Name CURT CORONATO
Date of birth 3 / 7 / 65
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 244 EAST MAIN ST.
City/state/zip PATCHOGUE, N.Y. 11772
Telephone 631-475-0349
Other present address(es) NONE
City/state/zip NONE
Telephone NONE
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 / /
Vice President 1 / 23 / 12
(Other)

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X
If Yes, provide details.

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.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
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- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
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10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

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

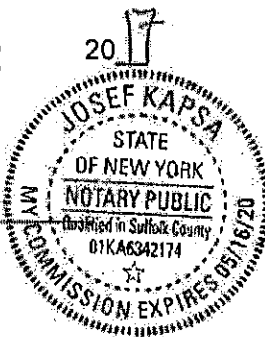
I, CURT T. CORONATO, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief;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

Sworn to before me this 30th day of June

2017

Notary Public

Josef Kapsa



BBS ARCHITECTS, LANDSCAPE ARCHITECTS + ENGINEERS, P.C.

Name of submitting business

CURT CORONATO

Print name

Curt Coronato

Signature

VICE PRESIDENT

Title

6, 30, 17

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. ^{OFFICER} Principal Name John R. Longo
Date of birth 09 / 12 / 73
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 244 E. MAIN STREET
City/state/zip DATCHOGUE, NY 11772
Telephone 631-475-0349
Other present address(es) NONE
City/state/zip NONE
Telephone NONE
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 / /
Vice President 1 / 23 / 12 / /
(Other)

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X If Yes, provide details.

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.

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

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

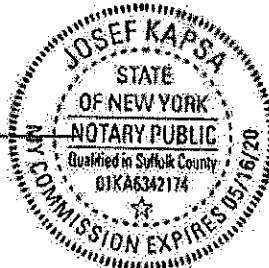
CERTIFICATION

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

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

Sworn to before me this 30th day of June 2017

Josef Kapsa
Notary Public



BBS ARCHITECTS, LANDSCAPE ARCHITECTS + ENGINEERS, P.C.

Name of submitting business

John F. Longo
Print name

[Signature]
Signature

VICE PRESIDENT
Title

06, 30, 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name LAWRENCE SALVESEN
Date of birth 11 / 2 / 61
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 244 E. MAIN ST.
City/state/zip PATCHOGUE, NY. 11772
Telephone 631 475-0349
Other present address(es) NONE
City/state/zip NONE
Telephone NONE
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 / /
Vice President 1 / 1 / 2000
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X 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 X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X If Yes, provide details.

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.

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

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

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

CERTIFICATION

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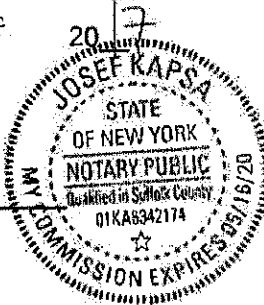
I, LAWRENCE SALVESEN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief;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

Sworn to before me this 30th day of June

2017

Notary Public

Josef Kapsa



BBS ARCHITECTS, LANDSCAPE ARCHITECTS + ENGINEERS, PC

Name of submitting business

LAWRENCE SALVESEN

Print name

[Signature]

Signature

VICE PRESIDENT

Title

6, 30, 2017

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. ^{OFFICER} Principal Name FREDERICK W. SEEBA
Date of birth 4/8/61
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 244 EAST MAIN STREET
City/state/zip PATCHOGUE, N.Y. 11772
Telephone 631-475-0349
Other present address(es) NONE
City/state/zip NONE
Telephone NONE

List of other addresses and telephone numbers attached

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

President / / Treasurer / / 2000
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / / 2000
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X 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 X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X;
If Yes, provide details.

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.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.
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- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

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

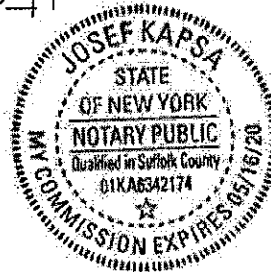
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I, FREDERICK W. SEEBA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein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

Sworn to before me this 30th day of June 2017

Notary Public

Josef Kapsa



BBS ARCHITECTS, LANDSCAPE ARCHITECTS AND ENGINEERS, PC
Name of submitting business

FREDERICK W. SEEBA

Print name

[Signature]

Signature

DIRECTOR OF ENGINEERING

Title

6, 30, 17

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: 6/12/17

- 1) Proposer's Legal Name: BBS ARCHITECTS, LANDSCAPE ARCHITECTS & ENGINEERS, PC
2) Address of Place of Business: 244 E. MAIN ST. PATCHOGUE NY 11772

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): NONE

Phone: 631-475-0349

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 078675005

5) Federal I.D. Number: 11-3039128

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

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

Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

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

If Yes, provide details for each such conviction _____

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

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

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

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

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

17) Conflict of Interest:

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

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

NO CONFLICT EXISTS

(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.

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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.

BBS determines, at the beginning of each contract with a public entity, if a conflict of interest exists. If at any time during the contract period, a conflict or potential conflict arises, BBS will notify the County and work with the County to determine the appropriate course of action. Rev. 3-2016

CERTIFICATION

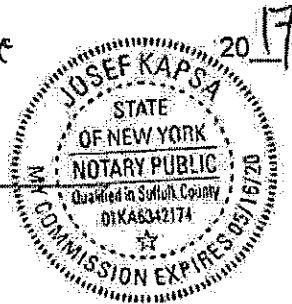
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I, Roger P. Smith, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to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

Sworn to before me this 14th day of June

Notary Public

Josef Kapsa



Name of submitting business: BBS ARCHITECTS LANDSCAPE ARCHITECTS

By:

ROGER P. SMITH

Print name

Roger P. Smith

Signature

PRESIDENT

Title

6, 14, 17

Date

** SEE ATTACHED COMPANY
INFORMATION + REFERENCES **

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

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

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

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company ** SEE ATTACHED*

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

BBS Architects Landscape Architects Engineers

Legal Status ■

Professional Corporation
(P.C.) / FEIN#11-3039128

Year of Formation ■

1985

Shareholders ■

Roger P. Smith

Corporate Officers ■

Roger P. Smith
Lawrence Salvesen
Frederick W. Seeba

State of Incorporation ■

New York State

Annual Revenues ■

\$9,667,000 (2016)
\$7,967,000 (2015)
\$7,773,000 (2014)

Contact Information ■

244 East Main Street
Patchogue
New York 11772
T | (631) 475-0349
F | (631) 475-0361
www.bbsarch.com

Full-Time Employees ■

63 total

by Discipline ■

Architecture (27)

Landscape
Architecture (2)

Interior Design (1)

Civil Engineering (2)

Mechanical/Plumbing
Engineering (13)

Electrical Engineering (7)

Technology & Security
Design (1)

Construction
Administration (4)

Support, Administrative (6)

BBS Architects, Landscape Architects and Engineers, P.C. (BBS) is an award-winning, multi-disciplined design firm based in *Patchogue, New York*, with professional expertise in disciplines of architecture, planning, landscape architecture, interior design, historic preservation, civil engineering, MEP engineering, sustainable design, technology & security design, construction administration, and other.

Also known as *Burton Behrendt Smith*, the origins of BBS date back to 1975 when it was founded as a professional corporation of surveyors and engineers. In 1985, the firm's current owner, *Roger P. Smith, AIA, LEED AP*, joined as a partner. What had previously been a local firm was transformed through Roger's efforts into a nationally-recognized Architectural, Landscape Architectural, and Engineering consulting firm.

Having planned and designed over \$3.0 billion in public construction, BBS is today one of the top educational facility designers in New York State, and ranks 33rd in America according to the latest *Building Design & Construction's* School Sector Giants list.

Architects

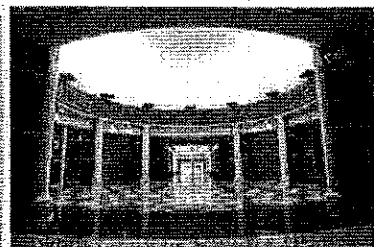
It is our job to understand the challenges that are placed before our clients. It is our job to bring our experienced approach to achieving solutions that are responsive, supportive, and fully functional. Good architecture comes from hard work and an inherent understanding of basic human needs. For BBS' work to stand true and endure the test of time, it must have a strong foundation - a foundation that is bolstered by the dedication and experience of BBS Architectural Team.

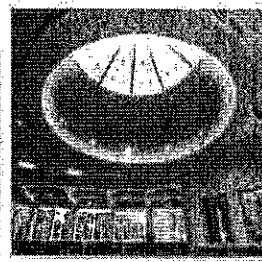
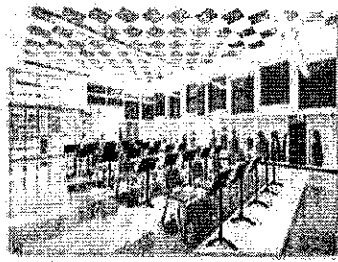
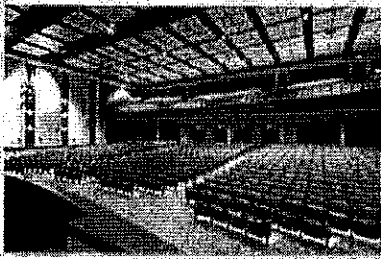
Landscape Architects

Often referred to as an art of "place-making," Landscape Architects today strive to combine aesthetics and technical functionality to create superior outdoor spaces. From designing parks, recreation and sports facilities to developing major system-wide master plans, BBS Landscape Architects and Site Planners provide visionary solutions that are tailored to the specifics and goals of our clients.

Engineers

The engineering infrastructure is the life-giving veins of a building. BBS is able to fully engage its in-house Engineering staff to produce fully-integrated and technologically superior buildings. From engineering the first LEED-certified school building in New York State, to energy performance contract design, and to the design of highly sophisticated data-, security- and communications networks, BBS Engineers and Technical Designers are fully capable of comprehensive, cutting-edge technical solutions for any type of site or facility.





In-house Services ■

Architecture
 Landscape Architecture
 Master Planning
 Program / System Planning
 Interior Design
 Historic Preservation
 Mechanical Engineering
 Electrical Engineering
 Plumbing Engineering
 Civil Engineering
 Parks, Athletics & Sports
 Facility Design
 Asbestos Abatement &
 Management Planning
 Computer Network Design
 Technology Implementation
 Facilities Studies & Building
 Reconstruction Design
 Americans with Disabilities
 Act (ADA) Design
 Code Compliance Studies
 Construction Administration
 Energy Performance
 Contract Design
 LEED/ CHPS/ Sustainability
 Graphic Design & Marketing
 Campaigns
 Public Workshop Process &
 Project Presentations
 AutoCAD Design and
 Drafting Services

Milestones

- 1975 *Burton Hand* is established
- 1985 Roger P. Smith joins as a partner, *Burton Behrendt Smith, P.C.* is formed
- 1987 BBS starts working for educational clients
- 1993 Firm's 1st AIA ARCHI Award (Leeway School)
- 2003, 2004, 2005 BBS named #1 New York State School Architect
- 2006 *BBS Architects & Engineers, P.C.* is formed
- 2008 Hampton Bays Middle School - 1st LEED/CHPS School Building in New York State
- 2010 Roger P. Smith, AIA, LEED AP receives "*AIA Lifetime Achievement Award*"
- 2012 Ward Associates, P.C. team members join BBS. *BBS Architects, Landscape Architects & Engineers, P.C.* is formed
- 2013 Homestead Elementary School, Garden City, NY receives an award for the top K-12 school interior design in America, *American School & University Magazine*

Corporate Structure

BBS is a New York State Professional Corporation (P.C.). The firm is composed of a nucleus of principals, with a supporting team of Project Managers and Directors, project designers, technical staff, drafting and CADD personnel, marketing & office managers, and administrative personnel.



Roger P. Smith, AIA, LEED AP

Principal-in-Charge, Lead Architect

Responsible for overall project direction, conceptualization, design and executive oversight, Roger is the "face" and "heart" of BBS.



Lawrence Salvesen, AIA, LEED AP

Senior Associate for Architecture

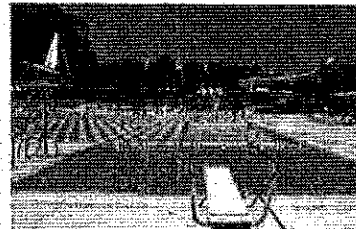
Larry is in charge of all major architectural assignments, specifically overseeing all aspects of architectural planning, design, and construction administration.

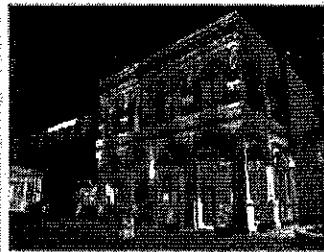
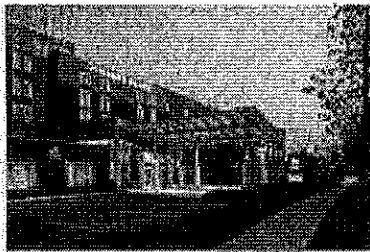
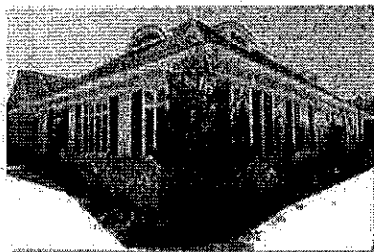


Frederick W. Seeba, PE, LEED AP

Senior Associate for Engineering

Fred oversees all aspects of BBS building engineering and technology planning, design, and construction administration.





Select Government Clients ■

Suffolk County, NY
Nassau County, NY
Westchester County, NY
NYS Office of Parks,
Recreation and Historic
Preservation
NYS Office of General
Services
NYS Department of
Transportation
Town of Islip
Town of Brookhaven
Town of North Hempstead
Town of Smithtown
Town of Greenburgh

Select Higher Education ■

Stony Brook University
Long Island University – Post
Farmingdale State College
Suffolk County Community
College
Nassau Community College
SUNY Westchester
Community College
New York Institute of
Technology
CUNY Lehman College
CUNY Queens College

Select K-12 and School ■

Amagansett
Bay Shore
Commack
Garden City
Hampton Bays
Hempstead
Islip
Oyster Bay-East Norwich
Patchogue-Medford
Plainview-Old Bethpage
Riverhead
Rockville Centre
Shoreham-Wading River
Southampton
Stamford City, CT
Wainscott Common
Westhampton Beach
Nassau BOCES
Eastern Suffolk BOCES

Design Awards

BBS is a leading Architectural and Engineering firm with a 40-year track record of creative design, planning, and consulting services. Our work has received national, regional, and local awards, including:

- 2013 *American School & University Magazine's Educational Interiors Showcase – Top 2013 School Citation Winner*, Garden City UFSD, Homestead Elementary School
- 2012 *National "Green Ribbon School" Award*, U.S. Department of Education and the White House. Hampton Bays Middle School, Hampton Bays, NY
- 2011 *A.I.A. Long Island Chapter Sustainable Design Award in a Commercial Project*, Nesconset Branch Library, Nesconset, NY
- 2011 *ARCHI Commendation*, St. Charles Cemetery New Office Building
- 2010 *A.I.A. Long Island Chapter Sustainable Design Award*, Hampton Bays UFSD, Hampton Bays Middle School, Hampton Bays, NY
- 2010 *Commercial Energy Efficiency LIPA Award*, Hampton Bays Middle School
- 2008 *American School & University Magazine's Educational Interiors Showcase Gold Medal Winner*, Carle Place UFSD, Cherry Lane Elementary School, Carle Place
- 2006 *A.I.A. Long Island Chapter Citation for Excellence in Design*, Old Field Town Hall Building, Old Field, NY
- 2004 *ARCHI Commendation Award*, East Moriches UFSD, New (K-4) Elementary School, East Moriches, NY
- 2004 *Design Finalist Award* from the Long Island 9/11 Memorial, Long Island 911 Memorial, Monument, Farmingdale, NY
- 1999 *ARCHI Masonry Award*, Manhasset UFSD, Munsey Park Elementary School, Manhasset, NY

Clients

At BBS, we pride ourselves on a tireless commitment to our clients' needs in all phases of their projects. This dedication has earned us a wide recognition and high clientele loyalty. We have had the privilege of serving clients of different backgrounds, a short excerpt of which is attached.

Why BBS?

History & Staff: We are in our 41st year of business. We have over \$3.0 billion worth of public project experience, and 75% of our staff have been working at BBS for over ten years.

Services: We are a multi-disciplined firm with a wide range of project services located in-house and available to our clients throughout the planning, design and construction process.

Successful Budget Methodology: We keep up with evolving construction market conditions and continue to monitor budgets throughout the course of our projects.

Project Team: We permanently assign strong, skilled, and consistent project leadership to address and exceed the needs of our valuable clients.

References: We have long-term relationships with our clients, some spanning over twenty years and counting...

CLIENT REFERENCES

The following clients and their projects which are representative of some of the BBS' current work portfolio and work completed over the last 5-year period. They also demonstrate our ability to bring capital improvement projects in within critical timeframes as well as within overall voter-approved budgets:

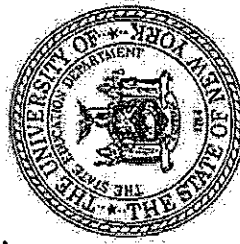
| Client | Contact | Tel. No. |
|--|--|-----------------------|
| Suffolk County Department of Public Works | Kenneth E. Phalen, RA Assistant County Architect kenneth.phalen@co.suffolk.ny.us | (631) 852-4222 |
| Eastern Suffolk BOCES | Mr. Ryan Ruf, Associate Superintendent of Management Services (former Assistant Superintendent of Business at Plainview-Old Bethpage Schools) | (631) 687-3109 |
| | Mr. Keith Anderson, Buildings & Grounds Administrator, Administrative & Business Services | (631) 472-8771 |
| North Shore Central School District | Dr. Edward Melnick, Superintendent of Schools melnicke@northshoreschools.org | (516) 277-7801 |
| | Ms. Olivia Buatsi Assistant Superintendent for Business olivia_buatsi@northshoreschools.org | (516) 277-7815 |
| Great Neck Union Free School District | Mr. John Powell, Assist. Superintendent for Business jpowell@greatneck.k12.ny.us | (516) 441-4020 |
| | Mr. Alfredo Cavallaro Director of Plant and Facilities | (516) 441-4001 |
| Bellmore-Merrick Central High School District | Ms. Cynthia Strait-Regal, Deputy Superintendent cstraitregal@bellmore-merrick.k12.ny.us | (516) 992-1020 |
| Port Washington Union Free School District | Ms. Mary Callahan Assistant Superintendent for Business mcallahan@portnet.k12.ny.us | (516) 767-5011 |
| Long Island University- Post Campus | William Kirker, Director of Facilities Services Dan D'Antonio, Facilities Project Manager | (516) 299-2277 |

**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

**BBS ARCHITECTS LANDSCAPE ARCHITECTS AND ENGINEERS
PC
244 EAST MAIN ST
PATCHOGUE, NY 11772-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 07/01/2015 TO 06/30/2018.



Elizabeth R. Berlin
ELIZABETH R. BERLIN
ACTING COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0012306

COUNTY OF NASSAU

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

1. Name of the Entity: BBS ARCHITECTS, LANDSCAPE ARCHITECTS, ENGINEERS PC

Address: 244 E. MAIN ST.

City, State and Zip Code: PATCHOGUE, NY 11772

2. Entity's Vendor Identification Number: _____

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

_____ Ltd. Liability Co ☒ Closely Held Corp _____ Other (specify)

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

See attached

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

ROGER P. SMITH



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.

BBS ARCHITECT, PC
THIS AFFILIATED COMPANY IS NOT
TAKING PART IN THIS CONTRACT.

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

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

NONE

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

NONE

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


NONE

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

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

Dated: 6/14/17

Signed:



Print Name:

ROGER P. SMITH

Title:

PRESIDENT

Page 4 of 4

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

BBS Architects, Landscape Architects and Engineers P.C

(Corporate Name Change 1/26/12)

CORPORATE OFFICERS

Roger P. Smith, AIA, LEED AP
President/Director/Treasurer
License #016514

100% Ownership



Frederick W. Seeba, PE
Secretary/Vice President
License # 068018

0% Ownership



Lawrence Salvesen, AIA
Vice President
License #020623

0% Ownership



Curt T. Coronato, RLA
Vice President
License #001472-1

0% Ownership



John R. Longo, ASLA
Vice President
License #001731-1

0% Ownership



Instructions for Certification

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

Contract ID#: B9062201C

Department: Public Works

CLPW13000080

CF (Capital) **Contract Details**

E-250-13 F

SERVICE: Design - Construction Administration

NIFS ID #: CFP W09000029 NIFS Entry Date: _____ Term: from Execution to December 31, 2015

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

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

Agency Information

| Vendor | |
|-------------------------|--------------------|
| Name | Vendor ID# |
| Greenman-Pedersen, Inc. | 11-2537074-01 |
| Address | Contact Person |
| 325 West Main Street | Steven B. Greenman |
| Babylon, NY 11702 | Phone |
| | 631-587-5060 |

| County Department | |
|------------------------------|--|
| Department Contact | |
| Carmelo Mazza, Vallant Yeung | |
| Address | |
| 1194 Prospect Ave | |
| Westbury, New York 11590 | |
| Phone | |
| 516-371-6813 | |

Routing Slip

| DATE | DEPARTMENT | INITIALS/REMARKS | DATE | INITIALS/REMARKS | DATE | INITIALS/REMARKS |
|----------|--|--|----------|------------------|------|------------------|
| | Department | NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> | 11/1/13 | Noted | | |
| | DPW (Capital Only) | CF Capital Fund Approval <input type="checkbox"/> | 11/1/13 | Noted | | |
| | OMB | NIFS Approval <input type="checkbox"/> | 11/7/13 | from State? | | |
| 11/14/13 | County Attorney | CA RE & Insurance Verification <input checked="" type="checkbox"/> | 11/15/13 | U. G. Matz? | | |
| | County Attorney | CA Approval as to form <input checked="" type="checkbox"/> | 11/18/13 | Noted | | |
| | Legislative Affairs | Fw'd Original Contract to CA <input type="checkbox"/> | 11/20/13 | Gregory E. May | | |
| | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | | | | | |
| | County Attorney | NIFS Approval <input type="checkbox"/> | 11/20/13 | J. J. Se | | |
| | Comptroller | NIFS Approval <input checked="" type="checkbox"/> | 11/21/13 | | | |
| | County Executive | Notarization Filed with Clerk of the Leg. <input type="checkbox"/> | 11/22/13 | | | |

Contract ID#: B9062201CDepartment: Public Works**Contract Summary**

| |
|--|
| Description: Contract Amendment for design and construction administration services at the Hempstead Road Maintenance Facility |
| Purpose: To amend the current agreement with Greenman-Pedersen Inc., to provide for additional time and additional funds in response to the need for additions to project scope and Extra services. |
| Method of Procurement: The contractor was previously selected through an open competitive RFP process. |
| Procurement History: The contractor was selected through an open competitive RFP process, this is an amendment. |
| Description of General Provisions: The contract amendment will extend the contract duration for an additional 36 months and add \$350,000.00 to the maximum contract amount. |
| Impact on Funding / Price Analysis: The Maximum Amount in the Original Agreement shall be increased by \$350,000.00 |
| Change in Contract from Prior Procurement: The contract amendment will extend the contract duration for an additional 36 months and add \$350,000.00 to the maximum contract amount. |
| Recommendation: Approve Contract Amendment as submitted. |

Advisement Information

| BUDGET CODE | |
|--------------|-------|
| Fund: | CAP |
| Control: | 90 |
| Resp: | 622 |
| Object: | 00002 |
| Transaction: | CF |

| REVENUE | |
|------------|--|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|---|---------------------|
| Revenue Contract <input type="checkbox"/> | |
| County | \$ |
| Federal | \$ |
| State | \$ |
| Capital | \$350,000.00 |
| Other | \$ |
| TOTAL | \$350,000.00 |

| LINE | INDICATOR CODE | AMOUNT |
|--------------|------------------------|---------------------|
| 1 | PW/CAP/90622/00002/000 | \$350,000.00 |
| 2 | | \$ |
| 3 | | \$ |
| 4 | | \$ |
| 5 | | \$ |
| 6 | | \$ |
| TOTAL | | \$350,000.00 |

Document Prepared By: Carmelo MazzaDATE: 12/04/13

| | | |
|---|---|--------------------------|
| I certify that this document was accepted into MFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name: <u>[Signature]</u> |
| Name: <u>[Signature]</u> | Name: <u>[Signature]</u> | Date: <u>12/2/13</u> |

PRCF1205 (12/05)

E-250-13

RULES RESOLUTION NO. 374 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND
GREENMAN-PEDERSEN, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/9/13
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Greenman-Pedersen, Inc., in connection with design and construction administration services at the Hempstead Road Maintenance Facility, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Greenman-Pedersen, Inc.

RULES RESOLUTION NO. - 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND
GREENMAN-PEDERSEN, INC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Greenman-Pedersen, Inc., in connection with design
and construction administration services at the Hempstead Road
Maintenance Facility, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to an agreement with Greenman-Pedersen, Inc.

AMENDMENT

AMENDMENT, dated as of July 29, 2013, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Greenman - Pedersen, Inc., 325 West Main Street, Babylon, NY 11702 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number B9062201G between the County and the Firm, executed on behalf of the County on date, (the "Original Agreement"), the Firm performed certain services for the County in connection with design and design related construction administration services for the Redevelopment of the Hempstead Road Maintenance Facility, 465 Baldwin Road, Hempstead, New York, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from December 17, 2009 through December 31, 2012 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Six hundred Thousand Dollars (\$600,000) (the "Maximum Amount");

WHEREAS, the County and the Contractor desire to extend the Original Term and increase the Maximum Amount; and,

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

1. Term Extension. The Term of the Original Agreement shall be extended by 36 (Thirty-six) months so that the termination of the Original Agreement, as amended by this amendment (the "Amended Agreement") shall be December 31, 2015, ~~or such later date as is necessary to complete Services requested prior to December 31, 2015, subject to sooner termination as provided for in the Original Agreement ("Amended Term"). See attached email dated 11/26/2013.~~ (24)

2. Payment. Section 3(a) Amount of Consideration shall be revised to increase by Three Hundred and Fifty Thousand Dollars (\$350,000.00) so that the total maximum amount that the County shall pay to the firm as full consideration for Services including Extra Services shall not exceed Nine Hundred and Fifty Thousand Dollars (\$950,000.00) ("Amended Maximum Amount"). Payment for additional services shall be made in accordance with the rates and terms provided for the Original Agreement.

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

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

Greenman-Pedersen, Inc.

By: 

Name: M. Denise Carter, P.E.

Title: Sr. VP / Branch Manager

Date: November 5, 2013


NASSAU COUNTY

By: 

Name: Richard E. Keller

Title: County Executive

☒ Deputy County Executive

 Date: 2/6/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)SS.1

COUNTY OF NASSAU)

On the 5th day of November in the year 2013 before me personally came M. Denise Carter, P.E. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Sr VP/Branch Manager of Greenman-Pedersen, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Aden Rempel

ADEN RIMPEL
Notary Public, State of New York
No. 01R18077065
Qualified In Suffolk County
Commission Expires July 1, 20

STATE OF NEW YORK)

ISS.:

COUNTY OF NASSAU)

On the 18 day of February in the year 2018 before me personally came Richard Wacker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is 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

Concetta A. Petrucci

CONCETTA A. PETALLO
Notary Public, State of New York
No. 01PE0259026
Qualified in Nassau County
Commission Expires April 02, 20...

Qualified in Nassau County
Commission Expires April 02, 2012

Commission Expires April 02, 2002

May, Gregory

From: Arnold, Kenneth
Sent: Tuesday, November 26, 2013 3:59 PM
To: May, Gregory
Subject: Fwd: Amendment for Hempstead garage
Attachments: image003.png

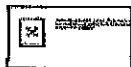
See below.

Sent from Kenneth Arnold's iPhone

Begin forwarded message:

From: "Carter, Denise" <dcarter@gpinet.com>
Date: November 26, 2013 at 3:52:05 PM EST
To: "Arnold, Kenneth" <karnold@nassaucountyny.gov>
Subject: RE: Amendment for Hempstead garage

Yes. The proposed changes are acceptable to GPI.



M. Denise Carter, P. E.
Senior Vice President/Branch Manager

Greenman-Pedersen, Inc.
Engineering and Construction Services

325 West Main Street, Babylon, NY 11702
631.761.7394 | f 631.422.3479 | c 917.921.8342
dcarter@gpinet.com | www.gpinet.com

An Equal Opportunity Employer

From: Arnold, Kenneth [<mailto:karnold@nassaucountyny.gov>]
Sent: Tuesday, November 26, 2013 2:59 PM
To: Carter, Denise
Subject: Amendment for Hempstead garage

Denise

Can you please confirm via email that you are ok with the change proposed in the attached.

Thanks

Kenneth G. Arnold, P.E.
Assistant to Commissioner
Nassau County Department of Public Works
Phone: 516-571-9607

Fax: 516-571-9657
email: kartold@nassaucounty.ny.gov

This communication and any attachments are intended only for the use of the individual or entity named as the addressee. It may contain information which is privileged and/or confidential under applicable law. If you are not the intended recipient or such recipient's employee or agent, you are hereby notified that any dissemination, copy or disclosure of this communication is strictly prohibited and to notify the sender immediately.

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

1. Name of Firm: Greenman-Pedersen, Inc.

Address: 325 West Main Street

City and State: Babylon, New York

Zip Code 11702

2. Firm's Vendor Identification Number: 11-2537074

3. Type of Business:

☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☒ Closely Held Corp. ☐ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Steven B. Greenman, P.E., CEO,

Gary T. Etter, P.E., COO,

Michael J. Buoncore, CFO/Sr. VP,

M. Denise Carter, P.E., Senior VP/Branch Manager,

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

As of October 1, 2006, 100% of Greenman-Pedersen, Inc. stock is owned by Greenman-Pedersen, Inc. Employee Stock Ownership (ESOP)

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 11/05/13

Signed: 

Print Name: M. Denise Carter, P.E.

Title: Senior VP / Branch Manager

George Maragos
Comptroller



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

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

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

CONTRACTOR NAME: Greenman-Pedersen, Inc.
CONTRACTOR ADDRESS: 325 West Main Street, Babylon, NY 11702
FEDERAL TAX ID: 11-2537074-01

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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 December 17, 2009. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an RFP was issued and seventeen (17) proposals were evaluated. Attach is 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.

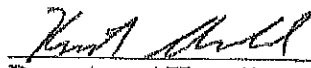
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

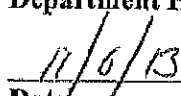
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation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

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

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



Department Head Signature


Date

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

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

C/M/K

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: July 19, 2013

SUBJECT: Fee Adjustment for Greenman Pedersen, Inc.
Redevelopment of NCDPW Hempstead Road Maintenance Facility
Contract Number: B90622C
Encumbrance Number: CFPW09000029

The Redevelopment of NCDPW Hempstead Road Maintenance Facility Phase 1 will be re-bid to include CPM scheduling and previous Add Alternates as base work in the revised bid documents. Greenman Pedersen, Inc. will complete revisions to the construction and bid documents. In accordance with Appendix A, Section II and Appendix B, Section II "Extra Services or Additional Costs" of the Contract Agreement, Greenman Pedersen Inc. is entitled to compensation for the additional work. The fee for this Work is \$17,031.60.

During the initial planning process, The Redevelopment of NCDPW Hempstead Road Maintenance Facility project was divided into two (2) phases to have the construction schedule reflect the County's cash flow. Subsequently, there was additional Administrative work and design coordination involved in the phasing process. In accordance with Appendix B, Section II "Extra Services or Additional Costs", Greenman Pedersen Inc. is entitled to be compensated for the additional work. The fee for this Work is \$46,671.00.

In addition, during the initial award process in 2009, fees for Greenman Pedersen, Inc. to perform design and construction administrative services for the above referenced project have been based on an initial construction estimate of \$5,000,000. This estimate was established with a preliminary concept and program. During the design phase, where the program became more defined, critical components were added, or increased in size, and has raised the scope of the project to the current Engineer's Estimate of \$13,900,000. These components include a larger vehicle storage building, larger vehicle maintenance building, a higher capacity fueling facility, a recharge basin to resolve drainage issues, material storage bins, testing of contaminated soil and associated permit processes. Phasing of the project, to accommodate available funds, which includes temporary utilities along with increased material costs also contributed to the current estimate.



Richard R. Walker, Chief Deputy County Executive

July 19, 2013

Page Two

Re: Fee Adjustment for Greenman Pedersen, Inc.
Redevelopment of NCDPW Hempstead Road Maintenance Facility
Contract Number: B90622C
Encumbrance Number: CFPW09000029

Greenman Pedersen, Inc.'s has requested that the County consider the current Engineer's Estimate amount of \$13,900,000 as a basis for determining their current costs. As a result, Greenman Pedersen, Inc.'s fee will be increased by \$434,550.00. This fee adjustment represents 5.95% of the construction cost as interpolated from "Exhibit B" of the Contract Agreement. This increase, along with the additional cost for the "Extra Services" described above, comes to a total increase of \$498,252.60. This brings the total fees to \$890,752.60, from original approved amount of \$600,000.00.

It is the Department's recommendation that the Contract Agreement be amended to reflect the increased cap amount of \$950,000.00 (including contingencies). The required funding is currently available under Capital Project 90622.

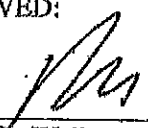
If you approve of this request, please sign below and return this memorandum to this office so we may implement the appropriate procedures to perform this work.


Shila Shah-Gavoudias
Commissioner

SSG:RM:lal

c: Rakhal Maitra, Deputy Commissioner
Carmelo Mazza, Architect II ✓

APPROVED:


Richard R. Walker
Chief Deputy County Executive

7/25/13
Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

Contract ID#: 2007010

7/15/09 (LS) COPY TO G4
COPY TO FILE

CFPW09000029

Department: Public Works

CF (Capital)

Contract Details

SERVICE Design + Construction Administration

NIFS ID #: CFPW09000029 NIFS Entry Date: _____ Term: from Execution Date to 12/31/12

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

Agency Information

| Vendor | | County Department | |
|--|--------------------------------------|--|--|
| Name Greenman-Pedersen, Inc. | Vendor ID# 11-2537074 - 01 | Department Contact Joseph Davenport | |
| Address 325 West Main Street Babylon, NY 11702 | Contact Person Steven B. Greenman | Address 1194 Prospect Ave Westbury, NY | |
| | Phone 631-587-5060 | Phone (516) 571 9608 | |

Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE App'd / Fwd'd | SIGNATURE | Leg. Approval Required |
|------------|---------------------|---|--------------------|-------------|--|
| | Department | NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered <input checked="" type="checkbox"/> | 8/5 | [Signature] | |
| | DPW (Capital Only) | CF Capital Fund Approval <input type="checkbox"/> | 8/12 | [Signature] | |
| | OMB | Contractor Registered NIFS Approval <input checked="" type="checkbox"/> | 8/16/09 | [Signature] | Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required if Blanket Res. |
| 8/17/09 | County Attorney | CA RE & Insurance Verification <input checked="" type="checkbox"/> | 8/17/09 | [Signature] | |
| | County Attorney | CA Approval as to form <input checked="" type="checkbox"/> | 8/16/09 | [Signature] | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| | Legislative Affairs | Fwd'd Original Contract to CA <input type="checkbox"/> | 9/1/09 | [Signature] | |
| | County Attorney | NIFS Approval <input type="checkbox"/> | 9/22 | [Signature] | |
| | Comptroller | NIFS Approval <input checked="" type="checkbox"/> | 10/1/11 | [Signature] | |
| | County Executive | Notarization Filed with Clerk of the Leg. <input type="checkbox"/> | | [Signature] | |

Contract ID#: ~~8300016~~

CFPW09000029



Department: Public Works

Contract Summary

| |
|---|
| Description: |
| Purpose: To retain a firm to perform design and design-related construction administration services for the complete redevelopment of the Department of Public Works Hempstead, Road Maintenance Facility at Weir Street, Hempstead, New York. The project shall include, but not be limited to; removal of existing structures; design of a new road maintenance/fleet maintenance building; redevelopment of the site including, fueling station, parking, lighting, salt storage dome, pavement, drainage and landscaping. |
| Method of Procurement: RFP - A qualification based rating system in accordance with established DPW procedures |
| Procurement History: The Department issued a request for Proposals in January 2009 and responses were received from Seventeen (17) firms on February 24, 2009. Each of the firms submitted a technical proposal and separately sealed cost proposals, as required. |
| Description of General Provisions: This is a term contract that expires December 31, 2012. <i>Paragraph # 3)(a): Maximum dollar ceiling is \$600,000.00 (see Exhibit "B")</i> |
| Impact on Funding / Price Analysis: Funding is available from Capital project 90622 |
| Change in Contract from Prior Procurement: Not Applicable |
| Recommendation: Approve as submitted |

Advisement Information

| BUDGET CODES | |
|--------------|-------|
| Fund: | CAP |
| Control: | 90 |
| Resp: | 622 |
| Object: | 00002 |
| Transaction: | CF |

| FUNDING SOURCE | AMOUNT |
|---|---------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXX |
| County | \$ |
| Federal | \$ |
| State | \$ |
| Capital | \$392,500.00 |
| Grant | |
| TOTAL | \$392,500.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|------|----------------------------|--------------|
| ① | PWCAP/90622/0002 00002/000 | \$392,500.00 |
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E-156-09

RULES RESOLUTION NO. 205 2009

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT
OF PUBLIC WORKS AND GREENMAN- PEDERSON

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on SEP 21 2009
VOTING:
ayes 8 nays 0 abstained 0 recused 0
Legislators present: 8

WHEREAS, the County has negotiated a personal services agreement
with Greenman Pederson, Inc. in relation to design and design- related
construction administration services for the County's Road Maintenance
Facility in Hempstead, 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 Greenman- Pederson, Inc.

RULES RESOLUTION NO. - 2009

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND GREENMAN- PEDERSON, INC.

WHEREAS, the County has negotiated a personal services agreement with Greenman Pederson, Inc. in relation to design and design- related construction administration services for the County's Road Maintenance Facility in Hempstead, 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 Greenman- Pederson, Inc.

**REQUEST TO INITIATE
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

Department: DPW

Date: December 19, 2008

Project Name: Redevelopment of the Nassau County Department of Public Works Hempstead, Road Maintenance Facility
Architectural and Engineering design services for
Capital Project No. 90622 RFP No. PW B9062201C

Justification: To retain a firm to perform design and design-related construction administration services for the complete redevelopment of the Department of Public Works Hempstead, Road Maintenance Facility at Weir Street, Hempstead, New York. The project shall include, but not be limited to; removal of existing structures; design of a new road maintenance/fleet maintenance building; redevelopment of the site including, fueling station, parking, lighting, salt storage dome, pavement, drainage and landscaping.

Estimated Range: \$5,000,000 – \$7,000,000

Date RFP Due: February 27, 2009

Department Head Approval:

☒ YES ☐ NO

DCE/Vertical Approval:

☒ YES ☐ NO

DCE/Ops Approval:

☒ YES ☐ NO

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

Vendor

Quote

Comment

DCE/Ops Approval:
JLD:GFG

YES ☐ NO ☐

Signature _____

COUNTY OF NASSAU
Inter-Departmental Memo

TO: Office of the County Executive
Att: Ian R. Siegel, Deputy County Executive

FROM: Department of Public Works

DATE: May 15, 2009

SUBJECT: Redevelopment of the Hempstead, Road Maintenance Facility
Request for Proposals

The Department of Public Works intends to perform design and design-related construction administration services for the Redevelopment of the Hempstead, Road Maintenance Facility in Hempstead, New York.

The Department issued a Request for Proposals in January 2009, and responses were received from seventeen (17) firms on February 24, 2009. Each of the firms submitted a technical proposal and a separately sealed cost proposal, as requested.

The technical proposals were evaluated by professional staff within the Department, (Raymond Stefanowicz, Joseph Davenport, and Gary Grasso). The rating of technical proposals was completed on April 1, 2009, and the results are tabulated below:

| FIRM NAME | TECHNICAL PROPOSAL SCORE | RANK |
|----------------------------|--------------------------|---------------------|
| GPI Engineering | 91.0 | 1 st TIE |
| Ward Assoc., PC | 91.0 | 1 st TIE |
| H2M | 91.0 | 1 st TIE |
| LiRo Architects + Planners | 85.0 | 4 th |
| Cashin Assoc., PC | 84.0 | 5 th |
| Dvirka and Bartilucci | 83.0 | 6 th |
| Gannett Fleming | 82.7 | 7 th |
| Wiedersum Assoc. | 82.0 | 8 th |
| FST Engineers | 81.7 | 9 th |
| Bohler Engineering | 80.0 | 10 th |
| Dattner Architects | 78.7 | 11 th |
| Hirani Group | 78.3 | 12 th |
| Spector Group | 78.0 | 13 th |
| JMS Architects | 70.7 | 14 th |
| Frank G. Relf Architect | 69.7 | 15 th |
| RCGA Architects | 57.7 | 16 th |
| Roslyn Consultants, LLC | 56.0 | 17 th |



Office of the County Executive

May 15, 2009

Page 2

Re: Redevelopment of the Hempstead, Road Maintenance Facility
Request for Proposals

The evaluations resulted in a statistical tie for first place for three firms, GPI Engineering, Ward Assoc. and H2M. Interviews with these firms were conducted on April 23, 2009. Raymond Stefanowicz, Joseph Davenport, and Gary Grasso re-evaluated these firms based on the interviews, and the results are tabulated below:

| FIRM NAME | RE-EVALUATED SCORE | RANK |
|-----------------|--------------------|-----------------|
| GPI Engineering | 95.0 | 1 st |
| Ward Assoc., PC | 93.0 | 2 nd |
| H2M | 91.0 | 3 rd |

Following the completion of the technical ranking, the Department then opened the cost proposals. The cost proposals were reviewed and compared in detail, one to another and to the engineer's estimate. The following fee proposals are based on a construction fee of \$6,000,000:

| FIRM NAME | FEE PROPOSAL |
|-------------------------|--------------|
| Spector Group | \$357,000 |
| RCGA Architects | \$360,000 |
| Wiedersum Assoc. | \$375,000 |
| Frank G. Relf Architect | \$390,000 |
| GPI Engineering | \$411,000 |
| Roslyn Consultants, LLC | \$420,000 |
| Ward Assoc., PC | \$420,000 |
| Bohler Engineering | \$464,250 |
| Hirani Group | \$480,000 |
| JMS Architects | \$525,000 |
| FST Engineers | \$534,000 |
| Dvirka and Bartilucci | \$538,072 |
| Dattner Architects | \$564,000 |
| H2M | \$600,000 |
| Cashin Assoc., PC | \$720,000 |
| LiRo Architects | \$798,000 |
| Gannett Fleming | \$960,000 |

Of the three highest technically ranked firms, GPI Engineering had the most cost effective fee proposal and is within the engineer's estimate.

GPI Engineering (Babylon, NY) has included BBS Architects and Engineers (Patchogue, NY), PW Grosser Consulting (Bohemia, NY) and VJ Associates (Hicksville, NY) on their design team.

Office of the County Executive

May 15, 2009

Page 3

Re: Redevelopment of the Hempstead, Road Maintenance Facility
Request for Proposals

In our professional judgment, GPI Engineering, having received the highest technical rating and proposing a reasonable cost, presents the best value to the County. Furthermore, it is the Department's recommendation that GPI Engineering be retained to perform design and design-related construction administration services for the Redevelopment of the Hempstead, Road Maintenance Facility.

Sufficient funding for the professional services is available through Capital Project 90622.

In accordance with procedural guidelines, CSEA has been notified of this proposed Agreement.

This Department, upon your approval, shall begin the processing of a project specific agreement with GPI Engineering.

Following your approval or disapproval, we will proceed accordingly.

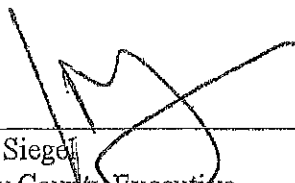

Raymond A. Ribeiro
Commissioner

RAR:JLD:meo'l

c: Marilyn Gottlieb, Chief Deputy County Executive
Gary Grasso, Architect III

APPROVED:

DISAPPROVED:



Ian R. Siegel
Deputy County Executive

5/19/09
Date

Ian R. Siegel
Deputy County Executive

Date

Howard S. Weitzman
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: Greenman-Pedersen, Inc.

CONTRACTOR ADDRESS: 325 West Main Street, Babylon, New York 11702

FEDERAL TAX ID #: 11-2537074

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 in January 2009. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on website. N/A [#] of potential proposers requested copies of the RFP. Proposals were due on February 24, 2009. Seventeen proposals were received and evaluated. The evaluation committee consisted of: Raymond Stefanowicz, Senior Deputy Commissioner DPW; Joseph Davenport, Deputy Commissioner DPW; and Gary Grasso, Architect III. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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.

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

8/5/09

Date

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

COUNTY OF NASSAU
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830 (fax 742-3801)

FROM: Department of Public Works (fax 571-9656)
Division of Administration

DATE: January 13, 2009

SUBJECT: CSEA Notification of a Proposed DPW Contract
Proposed Contract Number: B9062201C

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

1. DPW plans to recommend a contract/agreement for the following services:


Design and design-related construction administration services for:
Complete redevelopment of Nassau County Department of Public Works, Road
Maintenance Facility at Weir Street, Hempstead

2. The work involves the following:

Scope of Work: The project shall include, but not be limited to, the removal of
existing structures, design of a new Road Maintenance/Fleet Management Building,
redevelopment of the site including a fueling station, parking, lighting, salt storage
dome, pavement, drainage and landscaping.

3. An estimate of the cost is: \$300,000.00.
4. An estimate of the duration is: 18 months.

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days, to: Department of Public Works Attn: Gary J. Yansick, Fax 1-9656, Telephone 1-6975.


Gary J. Yansick
Unit Head, Management and Finance Unit

GJY:meo'l

- c: Daniel McCray, Director, Office of Labor Relations
Raymond Stefanowicz, Senior Deputy Commissioner
Joseph L. Davenport, Deputy Commissioner
Gary Grasso, Architect III
Richard Haydock, Management and Finance Unit

We are transmitting one (1) sheet. If there were problems with this transmission, call 571-6975.



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

1. Name of Firm: Greenman-Pedersen, Inc.
Address: 325 West Main Street
City and State: Babylon, New York Zip Code 11702

2. Firm's Vendor Identification Number: 11-2537074

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

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

| | | |
|---------------------------|------------|-------------------------|
| A. Beecher Greenman, P.E. | [REDACTED] | Chairman of the Board |
| Steven B. Greenman, P.E. | [REDACTED] | Chief Executive Officer |
| Ralph Csogi, P.E. | [REDACTED] | Sr. Vice President |
| M. Denise Carter, P.E. | [REDACTED] | Sr. Vice President |

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

GPI, ESOP, 325 West Main Street, Babylon, New York 11702

Steven B. Greenman, Trustee

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 7/22/09

Signed: [Signature]

Print Name: M. Denise Carter

Title: Sr. Vice President / Branch Manager

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Greenman-Pedersen, Inc. having its principal office at 325 West Babylon, New York (the "Firm").

WITNESSETH:

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.

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

1. Term.

This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2012 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement by delivering a notice of extension to the Firm at least one 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 the **Redevelopment of the Nassau County Department of Public Works Hempstead, Road Maintenance Facility. Weir Street Hempstead, NY**, shall consist of those specific work divisions and deliverables as enumerated in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

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

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

- (2) Testing Laboratory Services.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.
- (6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement shall not exceed Six Hundred Thousand and 00 (\$600,000.00) dollars.

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

(ii) Any reports, documents, data, photographs and/or other materials produced

pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

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

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

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

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

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

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

5. Independent Contractor.

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

6. No Arrears or Default.

The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance With Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendix EE attached hereto. 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 LL1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

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

• 8. Minimum Service Standards.

Regardless of whether required by Law:

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

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or

renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of Insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting.

(a) Generally. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, or (iii) waived, without the prior written consent of the County Executive (the "County Executive") or his or her duly designated deputy, 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.

(b) Subcontracting. Prior to engaging any outside sub-consultants, the Firm shall first obtain the written permission of the Department.

(c) Special Consultants. The Firm shall first obtain the approval of the Department in writing before retaining any Special Consultant for services other than the normal civil, environmental, landscape architecture, structural, mechanical, plumbing, electrical or for any of the services for which the Firm has claimed skill and experience forming the basis of this Agreement. If a Special Consultant is authorized, the Firm shall be reimbursed for the actual cost of the Special Consultant's services.

12. Termination

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

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

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

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

13. Accounting Procedures; Records.

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

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

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

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

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

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

16. Consent to Jurisdiction and Venue; Governing Law.

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

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

the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

19. Section and Other Headings

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

20. Entire Agreement

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

21. Administrative Service Charge

The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three and 00/100 dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Executory Clause.

Notwithstanding any other provision of this Agreement:

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise

lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

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

Greenman - Pedersen, Inc.



By: [Signature]

Name: M. Denise Carter

Title: Sr. Vice President / Branch Mgr

Date: 7/22/09

NASSAU COUNTY

By: [Signature]

Name: Ian R. Segel

Title: Deputy County Executive

Date: 12/16/09

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~)

On this 22 day of July in the year 2009 before me personally came M. Denise Carter to me known, and known to me to be the person described herein and who executed the above instrument; and he duly acknowledged that he executed the same.

me. 
CAROLYN A. ALLEGRETTI
 NOTARY PUBLIC
 N. A. ALLEGRETTI
 State of New York

CAROLYN A. ALLEGY NOTARY PUBLIC

Notary Public, State of New York

No. 01AL4784835 - Suffolk County

Term Expires August 31, 2009

STATE OF NEW YORK)

}SS.:

COUNTY OF NASSAU)

On the 16 day of Dec. in the year 2007 before me personally came Sam Sings to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

James D. Collins
NOTARY PUBLIC

NOTARY PUBLIC

Wm. C. COLLINS
Sgt. U.S. State of New York
100-1003
Albany County
Dec. 29, 1910

EXHIBIT A
Redevelopment of the Nassau County Department of Public Work
Hempstead, Road Maintenance Facility,
Weir Street, Hempstead , New York
Detailed Scope of Services

The services to be provided by the Firm under this Agreement shall consist of all required architectural and/or engineering services for the Redevelopment of the Nassau County Department of Public Work Hempstead, Road Maintenance Facility, Weir Street, Hempstead , New York. The services are to include the performance of complete design and construction administration services and as further described below:

1) Basic Services of the Firm:

Upon approval of this Agreement, the Firm shall submit to the County for approval a design schedule, outlining the estimated duration of each of the design phases included herein.

The Firm will be responsible for obtaining all required approvals, permits, certifications and clearances from the appropriate Federal, State and local authorities, if any, necessary to complete the Project.

The Firm shall provide copies of any and all sample/test reports, design calculations, etc. to the County. Copies of all drawings and specifications must also be provided to the County in electronic format. The Contract Drawings are to be prepared in a computerized format suitable for incorporation into the County's GIS system. Currently, County standards require that the drawings be developed utilizing AutoCAD 2000 or greater and in conformance with the layering standards developed by the AIA and NYSDOT.

Upon the County's request, at any time during the term of this Agreement, the Firm will change or revise any or all drawings and specifications for the Project. The Firm will evaluate potential changes for budget and schedule impacts.

All work to be designed by the Firm, pursuant to any of the provisions of this Agreement, shall be within the budget set for the Project by the County, which budget may be revised by the County. In the event that any cost estimate prepared by the Firm hereunder, or construction proposal submitted by a bidder, is in excess of such budget, the Firm, to the extent necessary in the County's judgment to bring the cost of the project within such budget, will prepare alternatives and cost estimates for consideration by the County to bring the Project within the budget. The Firm shall revise at their own cost and expense, to the satisfaction of the County, all or any part of the drawings and specifications of the Project that the County may deem advisable.

The Firm shall attend, with sub-consultants as appropriate, all regularly scheduled job meetings throughout this project for the purpose of reviewing job progress with the County and addressing all questions within the Firm's purview as defined by this Agreement or otherwise. The Firm shall prepare and distribute the minutes of the job meetings unless otherwise directed by the County.

2) Design Phases:

a) Program Phase:

The Firm shall visit the site, inspect the existing facility and interview key personnel to obtain all necessary information to prepare a report of the existing conditions, and to obtain a full understanding of the proposed project, its requirements and the necessary program information to design a project that fulfills the County's needs. From this information, the Firm shall complete a program for the facility that incorporates all requirements, and prepare and submit to the County, for its approval, a detailed program report, including cost estimates

b) Schematic Design Phase:

This phase shall commence upon approval of the Program Phase with written authorization by the County. The Schematic Design Phase will be based on the Program Phase, including any further adjustments in the scope of the Project and/or in the Project budget authorized by the County. The Firm shall perform the following services for this phase of the work:

Preparation and submission to the County for its approval of schematic design documents including:

(1) Such graphic material and information, (including written descriptions), as is necessary to illustrate fully two proposed layouts of the Project, and such other factors that may affect the designs. The Firm shall consider the impact of the project on life safety, mechanical, electrical, plumbing and security systems.

(2) A narrative which sets forth design decisions in each of the technical areas, performance criteria and materials of various components and/or design alternatives. The narrative should include information regarding the priority level of each area of renovation to assist the County in prioritizing the project budget.

(3) A detailed estimate of the probable cost of the Project.

Schematic design progress meetings will be held at a minimum of twice per month. The focus of these meetings will be to present current schematic design documents, along with alternatives, in order to resolve open design issues, review the Project schedule and cost estimate and to ensure that relevant design information is being disseminated to all involved parties.

c) Design Development Phase:

This phase shall commence after the County selects a layout and after written approval by the County of the submissions and services under the prior phases and only upon written authorization for the Firm to proceed with the design development phase.

The Firm shall utilize its knowledge of the unique requirements of municipal facilities to prepare a detailed phasing plan to avoid disruption of the facility's continuous operations during the construction, if applicable.

The Firm, in this phase, will perform the following services, at a minimum:

1) Preparation of design development drawings for the Project, including plans, elevations, sections and all necessary details, all of which shall be based on the schematic design as approved by the County and shall fully develop and graphically describe the design, scope and concept of the Project.

2) Preparation of outline specifications setting forth the proposed materials, components, standards and techniques to be incorporated into the Project.

3) Preparation of a detailed preliminary cost estimate based upon a quantity "take-off" of all work necessary for the complete construction of the Project. The estimate shall include various cost reduction alternatives incorporating value engineering evaluations. The Firm shall revise the documents until the design, and the reconciled project costs, are within the latest approved budget and are approved in writing by the Commissioner.

At the conclusion of the design development phase, the Firm shall submit to the County, for its approval, design development documents incorporating design decisions, design development plans and other drawings, outline specifications, the cost estimate, project implementation schedules and such other information as may reasonably be required by the County.

Design development progress meetings will be held at a minimum of twice per month. The focus of these meetings will be to resolve open design issues, review the project schedule and cost estimate and to ensure that all relevant design information is being disseminated to all involved parties.

d) Construction Document Phase:

This phase shall commence after written approval by the County of the design development phase

submissions and services, and only upon written authorization for the Firm to proceed with the construction documents phase. This phase will be completed in the prior agreed upon time period to the satisfaction of the County.

The Firm in this phase will perform, at a minimum, the following services:

Based on the design development phase approved by the County, and including any further adjustments in the scope of the Project or in the Project budget authorized by the County, the Firm shall prepare construction documents consisting of detailed, complete and coordinated architectural and engineering drawings (including but not limited to plans, elevations, sections, details and schedules), specifications and such other bid documents in written or graphic form as may be required for the construction of the Project and to enable all necessary approvals to be obtained.

Drawings and specifications will be prepared and packaged for multiple prime contracts as required by Wick's Law including but not limited to: General Construction, electrical, (including security equipment), HVAC and plumbing (including fire protection equipment) work. The above described packages are the minimum and the Architect shall provide as many construction document packages as the County may reasonably require. The drawings must, at a minimum, provide the following:

- (1) Detailed drawings and specifications for alternates, or phasing plans, as the County may request prior to the commencement of the preparation of the Construction Documents, or as the County and Firm may thereafter mutually agree to in order to conform to the County's budget for the Project.
- (2) Conformance to the submission requirements of the County, including preparation of drawings utilizing AutoCad;
- (3) Conform to the AIA national CAD standards for layering and formatting requirements,
- (4) Not specifying any patented article, design or process, which requires payment by the County of royalties for its use or is otherwise of a proprietary nature.

The Firm shall have an absolute duty to coordinate the work of its sub-consultants to insure that the services required are performed in an efficient, timely and economic manner and that the design will be adequate to accomplish the intended purpose of the Project.

A listing of required submissions for each bid package, indicating type of submission (shop drawing, catalog cut, certificate, etc.) and any outside reviews required for inclusion in the Submittal Section of Division 1.

Preparation and submission to the County of two (2) fully detailed construction cost estimates, based on a quantity take-off of all work necessary for the complete construction of the Project. Cost estimates shall be submitted at the time construction documents are fifty (50) percent complete, and when construction documents are substantially complete. In the event that any estimate of probable construction cost should exceed the last previously approved cost estimate, the County may, at its option, either accept the new cost estimate, thereby establishing a new Project budget, or it may require the Firm to revise his plans, at no additional cost to the County, so as to keep the construction cost of the project within the latest approved probable estimated cost of construction.

The construction documents shall be submitted to the County for review and approval at fifty (50) percent completion, substantial completion and final completion of the construction documents. The Firm shall incorporate all recommendations made by the County into the final construction documents.

For use in preparing the construction documents, the County shall furnish the Firm with a copy of the standard contract Special Conditions (Division 1) and the Firm shall be expected to modify as applicable for the specific project. Additionally, the "Front End" of the Contract Documents, consisting of the "Notice

to Bidders", "Instructions to Bidders", "Proposal", "Agreement" and "General Conditions" shall be prepared by the County. The Firm shall develop all other sections of the technical specifications for the construction documents. The specifications shall be written in accordance with CSI format and as further described by the Nassau County Guide for Design Architects, revised in 1995. Division 1 as supplied by the County includes an outline of administrative requirements which the Firm shall review and revise as necessary.

Construction document phase progress meetings will be held at a minimum of twice per month. The focus of these meetings will be to resolve open design issues, review the project schedule and cost estimate and to ensure that all relevant design information is being disseminated to all involved parties.

e) Bid and Award Phase:

This phase shall commence after written approval by the County of the Construction Document Phase submissions and services and only upon written authorization for the Firm to proceed with the Bid and Award Phase. The Firm, in this phase, will perform the following services:

- 1.) Assist the County or its representative in obtaining and analyzing bids or negotiated proposals, in investigating bidders, in negotiating with bidders and in awarding contracts for the construction of the project. Services will include attendance at Pre-bid conference(s) and preparation of addenda, including written responses to Bidders' questions, if applicable.
- 2.) Provide recommendations to the County concerning packaging of bid contracts and awarding of contracts to the lowest responsible bidder for each bid package.
- 3) Attend pre-award conference(s).

f) Construction Administration Phase:

This phase shall commence upon award of construction contracts and shall terminate upon final acceptance of the Project by the County. The Firm shall provide consulting and administrative supervision in connection with the work of the Project during the construction period. Such services shall include the following:

- 1.) Coordinating, facilitating and expediting the flow to the County, and/or Contractor of all information required in connection with this Agreement and the construction documents to advance the Project.
- 2.) Assist the County and its representatives in investigating the acceptability of each of the sub-contractors and material suppliers submitted by the prime contractors.
- 3.) Check and approve all samples, shop drawings, as-built drawings, schedules and other submissions to determine their acceptability under the intent and requirements of the contract documents. Shop drawings requiring the review and approval of a sub-consultant will be distributed to such sub-consultant by the Firm. The Firm will maintain a comprehensive log indicating the status of all submissions until the completion of the Project.
- 4.) Approval of submittals: samples; shop drawings, schedules; and other submissions are vital to the progress of the project. These reviews shall be taken with reasonable promptness while allowing sufficient time to permit adequate review without causing avoidable delay. Changes, if any, shall be shown and flagged on the submittals, but the submittals shall not be used as a substitute for requests or approvals of substitutions or other changes, or other procedures, required by the Contract Documents.
- 5) Review contractor's cost breakdowns for each contract. When requested by the County, review, comment and approve as appropriate requisitions or applications for payment submitted by the trade contractor.
- 6) Prepare supplementary drawings and texts to clarify or modify information shown on the

drawings. Assist the County in the preparation of all change orders required during the course of construction, including the preparation of detailed estimates.

7) Make periodic visits to the Project site during the course of construction to determine the progress and quality of the work being performed. Site visits shall be performed at intervals appropriate to the stage of construction, but at least once weekly, or as otherwise agreed to by the County in writing. The Firm shall furnish to the County periodic reports of observed discrepancies, deficiencies and incomplete items in the work.

8) Attend construction meetings at the Project site, provide minutes of all such construction meetings, and provide comments to the County on various issues and documentation.

9) Conduct field observations, interim and final, of the completed Project with its sub-consultants and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required.

10) Substantial completion walk-through(s) shall be attended by a principal of the Firm, sub-consultants and other members of the Project Team, as appropriate, to inspect and to make a recommendation to the County regarding acceptability of the Project or elements of the Project prior to the County's acceptance, use, occupancy or operation of the Project or any part of the Project.

11) Review and approve record drawings prepared by the contractors. The Firm shall collect, compile and transmit to the County the modified digital files to reflect as-built conditions.

12) At the completion of construction, the Firm shall submit to the County one (1) full set of sepia mylars containing the latest revision of each drawing; one (1) set of mylar plans to scale and in a format as approved by the County; and three (3) sets of electronic files (CD or other specified electronic media) containing all contract documents. These drawings shall incorporate all revisions and changes for which sketches or other types of informational drawings were prepared during construction so that these working drawings reflect the final design of the Project. The Firm shall not be entitled to any extra compensation for this service.

EXHIBIT B

Payment Schedule

Redevelopment of the Nassau County Department of Public Work Hempstead, Road Maintenance Facility, Weir Street, Hempstead, New York

Payment to the Firm for all services as outlined in Exhibit A including any extra services that may be authorized under this Agreement, shall be made on a percentage completed basis as follows:

Program Development (Division A), Schematic Design Phase (Division B), Design Development Phase (Division C), Construction Phases (Divisions D,E&F)

The Firm shall be paid a fee equal to a percentage of the net total cost of construction exclusive of Extra Services and Reimbursable expenses to cover all costs associated with all work to complete Divisions A, B, C, D, E and F as outlined in Sections A, B, C, D, E & F of Exhibit A. The percentage of construction cost for the total project will be determined by a straight line interpolation between the limits of construction as delineated as follows:

| <u>NET CONSTRUCTION COST</u> | <u>DESIGN FEE PERCENTAGE</u> |
|------------------------------|------------------------------|
| \$ 5,000,000.00 | 7.85% |
| \$ 6,000,000.00 | 6.85% |
| \$ 7,000,000.00 | 6.25% |
| \$ 8,000,000.00 | 6.15% |
| \$ 9,000,000.00 | 6.05% |
| \$ 10,000,000.00 and above | 5.95% |

An initial estimated construction cost of **five million dollars (\$ 5,000,000)** will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Contractor.

Progress payments shall be made consistent with the percentage of the Firm's work completed, as approved by the County, except that the total amount of the Progress Payments for each phase of the Work shall not exceed the percentage of the fee set forth in the following schedule:

| <u>Progress of Work</u> | | |
|-------------------------|-----------------------------------|-------------|
| A) | Program Development - | 15% of fee |
| B) | Schematic Design Phase | 15% of fee |
| C) | Design Development Phase | 20% of fee |
| D) | Construction Document Phase | 25% of fee |
| E) | Bidding and Award Phase | 5% of fee |
| F) | Construction Administration Phase | 20% of fee |
| | Total | 100% |

Partial Payments - The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Division, as approved by the Commissioner.

Construction Costs - It is agreed that the total cost of construction shall be the final total cost of the construction contract, including extra change order amounts, except that, in computing the cost of construction the following items shall not be included:

- a. Fees paid to the Contractor, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.
- b. The cost for the disposal, if required, of contaminated soils resulting from the construction work.
- c. The cost of any and all change orders required by reason of the failure of the Firm to include such change order items in the contract documents, or by reason of errors made by the Firm in the preparation of the contract documents.
- d. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.
- e. Work for which the Firm has already been paid such as "Extra Work."

In the event the Contractor's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that the Firm shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the firm to perform additional services, then, subject to the approval of the Commissioner, the Firm shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost 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 the construction.

If the award of the construction contract(s) is not made within two (2) years after completion and acceptance of the plans and contract documents in writing by the Commissioner, the Firm shall be deemed to have earned full payment for the Phase A, B, C and D services. Final acceptance of the plans and specifications shall be deemed to occur on the date when the Commissioner or his designated representative signs the plans. No additions, deletions, alterations, or other changes subsequent to that date shall be construed to change or extend the final acceptance for the purposes of determining the one (1) year period herein referred to. Acceptance of final payment on the basis of this clause shall preclude the Firm from further payment.

Extra Services or Additional Costs - If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Contractor; the Contractor shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

- a. For any additional services to be paid on actual salaries the Firm shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual

salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Contractor shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times **two and seventy-five hundredths (2.75)**, exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175) per hour**.

- b. In the event that the County shall direct the Firm to supply a resident engineer or full time site representative during construction, the Contractor shall be paid for such extra services an amount equal to **two and three tenths (2.3)** times the direct salaries of personnel assigned to such tasks, exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175) per hour**.

Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate 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 straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

Reimbursable Expenses- The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Commissioner of the Department, in his/her sole discretion, and subject to compliance with the County's bill paying procedures:

- a. The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), meals and reasonable lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.
- b. Testing Laboratory Services.
- c. Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- d. Final models, photographs and renderings as requested by the County.
- e. Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of 10 (ten) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.
- f. Other comparable expenses as approved by the County.

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 by such title 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, upgrading, 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, upgrading, 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, including the 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) Reward of a County Contract alone shall not be deemed or interpreted as approval of all Contractors' 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.

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 Best Efforts 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 the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County 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:

Steven B. Greenman

(Name)

[REDACTED]

(Address)

[REDACTED] (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. 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.

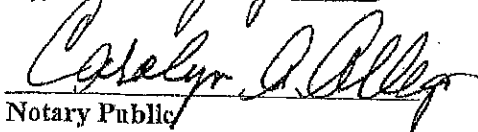
July 22, 2009
Dated


Signature of Chief Executive Officer

Steve Greenman
Name of Chief Executive Officer

Sworn to before me this

22 day of July, 2009.


Notary Public

CAROLYN A. ALLEG
Notary Public, State of New York
No. 01AL4784835 - Suffolk County
Term Expires August 31, 2009