

E-184-17

**NIFS ID:CLPW17000019      Department: Public Works**

**Capital: X**

SERVICE: Amendment 1-H670009DP On Call CM

Contract ID #:CFPW 14000009      NIFS Entry Date: 02-AUG-17      Term: from to

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

<b>Vendor Info:</b>	
Name: <b>Greenman-Pedersen,INC. (GPI)</b>	Vendor ID#: <b>11 2537074</b>
Address: 325 West Main Street Babylon, NY 11702	Contact Person: Denise Carter, P.E.
	Phone: 1 631 587 5060

<b>Department:</b>
Contact Name: Saji Varughese
Address: 1194 Prospect Ave , Westbury, NY 11590
Phone: 516 571 9651

2017 AUG 31 PM 2:51  
COUNTY CLERK  
WESTCHESTER COUNTY

## Routing Slip

Department	NIFS Entry: X	02-AUG-17 -- LDIONISIO
Department	NIFS Approval: X	16-AUG-17 -- KARNOLD
DPW	Capital Fund Approved: X	18-AUG-17 -- KARNOLD
OMB	NIFA Approval: X	16-AUG-17 -- RDALLEVA
OMB	NIFS Approval: X	16-AUG-17 -- MVOCATURA
County Atty.	Insurance Verification: X	16-AUG-17 -- AAMATO
County Atty.	Approval to Form: X	18-AUG-17 -- NSARANDIS
Dep. CE	Approval: X	28-AUG-17 -- CRIBANDO

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>21-AUG-17 -- MREYNOLDS</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> The original contract was to provide On Call Professional Construction Management and Inspection Services for all construction activities in the highway/Bridge unit. This amendment is to extend the expiration date for 18 more months and adding \$500,000.00 to the cap. The new total maximum amount that the County shall pay to the firm as full consideration for services not to exceed one million one hundred fifty thousand (\$1, 150,000.00) dollars.
<b>Method of Procurement:</b> The contract was previously selected through an open competitive process.
<b>Procurement History:</b> The contract was previously selected through an open competitive process. This is an amendment to extend the expiration date to 18 more months and adding \$500,000.00 to the cap.
<b>Description of General Provisions:</b> This is an amendment to extend the expiration date for 18 more months and adding \$500,000.00 to the cap.
<b>Impact on Funding / Price Analysis:</b> With this amendment, there is \$500,000.00 increase in funding. The new total maximum amount that the County shall pay to the firm as full consideration for services not to exceed one million one hundred fifty thousand (\$1, 150,000.00) dollars as per this amendment. However at the current time, DPW is encumbering only \$250,000.00 for to fix bridges.
<b>Change in Contract from Prior Procurement:</b> The contract amendment #2 will amend the expiration date to 18 more months and add \$500,000.00 to the cap.
<b>Recommendation:</b> (approve as submitted) approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		3	PWCAPCAP/63029-000/00003	\$ 250,000.00
Control:	63	Contract:				\$ 0.00
Resp:	029	County	\$ 0.00			\$ 0.00
Object:	00003	Federal	\$ 0.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	63029	Capital	\$ 250,000.00			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 250,000.00</b>		<b>TOTAL</b>	<b>\$ 250,000.00</b>
RENEWAL						
% Increase						
% Decrease						

# NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Greenman-Pedersen, INC. (GPI)

2. **Dollar amount requiring NIFA approval:** \$250000

**Amount to be encumbered:** \$250000

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:** 4/30/2014-4/29/2017

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

If yes, please explain: This is an Amendment to an existing agreement

4. **Funding Source:**

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

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

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? N

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

The original contract was to provide On Call Professional Construction Management and Inspection Services for all construction activities in the highway&#x2F;Bridge unit. This amendment is to extend the expiration date for 18 more months and adding \$500,000.00 to the cap. The new total maximum amount that the County shall pay to the firm as full consideration for services not to exceed one million one hundred fifty thousand (\$1, 150,000.00) dollars.

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

16-AUG-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 Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, 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.

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

**TO:** Office of the County Attorney  
Att: Robert Cleary, Director of Procurement Compliance

**FROM:** Department of Public Works

**DATE:** August 16, 2017

**SUBJECT:** "On Call" Construction Management and Inspection Services for  
Highway/Bridge Unit  
Agreement No H670008D, Extension of "On Call" Agreement.

The Department of Public Works procured Construction Management and Inspection agreements with twelve (12) consulting firms to provide "On Call" Professional Construction Management and Inspection Services for the Highway/Bridge Unit in April/ May in 2014. After two years, eleven (11) of these agreements were extended for one more year as per the agreements up to April/May 2017. Before the expiration of these agreements, the Department initiated a new procurement to hire consulting firms to provide Professional Construction Management and Inspection Services related to Highway/Bridge work.

However, in requesting CSEA approval there has been a significant delay in sending out the RFP. While the issue is worked out as to whether and to what extent the Department can subcontract this work, the Department wants to extend the expiration date for eighteen (18) more months from the date of expiration for the following six agreements in order to provide a continuous professional construction management on the current construction contracts until completion.

1. LKB H670008DK
2. LiRo H670008DL
3. GPI H670008DP
4. Cashin H670008DC
5. Savin H670008DS
6. NV5 H670008DR

As a result of not sending out the RFP due to CSEA issue, these contracts have since expired and require retro-active approval. Please note that the ongoing work associated with these contracts are acceptable to Comptroller as the contracts allow for the completion of assigned work prior to expiration.



Kenneth G. Arnold  
Assistant to Commissioner

KGA:RM:jm

c: Shila Shah-Gavnoudias, Commissioner  
Rakhal Maitra, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Saji Varughese, Construction Inspector II



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. (GPI)

**CONTRACTOR ADDRESS:** 325 west Main Street, Babylon, NY 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 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 4/30/2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by public

notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) ranking proposer was selected. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

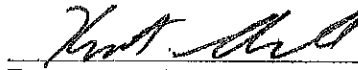
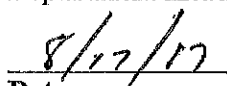
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature  
  
\_\_\_\_\_  
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



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

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

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

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.

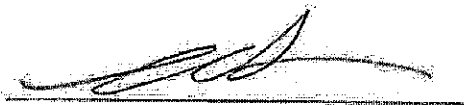
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 05/22/2017

Signed:

Print Name:

Title:

  
M. Denise Carter, PE  
Exec. Vice President/Branch Manager

## 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.

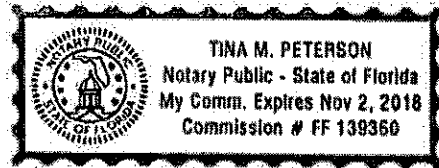
**CERTIFICATION**

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 23<sup>rd</sup> day of May 2017

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 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.

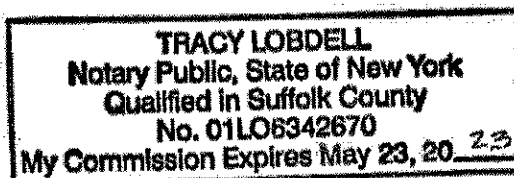
**CERTIFICATION**

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

## 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 Christer Ericsson  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 21 Daniel Street  
City/state/zip Portsmouth, NH 03801  
Telephone 978-570-2955  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President     /     /     Treasurer     /     /      
Chairman of Board     /     /     Shareholder     /     /      
Chief Exec. Officer     /     /     Secretary     /     /      
Chief Financial Officer     /     /     Partner     /     /      
Vice President 09 / 01 / 2001 Chief Mktg Officer 01 / 01 / 2017  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details. \_\_\_\_\_
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details. \_\_\_\_\_
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ 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.

☐ 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.

☐ 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.

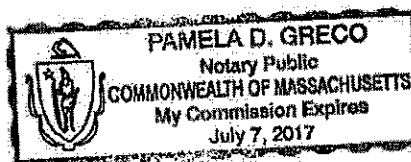
**CERTIFICATION**

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 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**

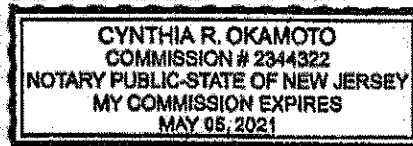
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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 23<sup>rd</sup> 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

## PRINCIPAL QUESTIONNAIRE FORM

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

1. Principal Name 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.

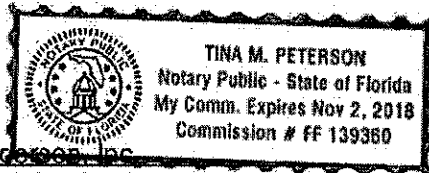
**CERTIFICATION**

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 1<sup>ST</sup> day of June 2017

Tina M. Peterson  
Notary Public



Greenman-Pederson, 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 30<sup>th</sup> 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

### 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 X If Yes, provide details for each such conviction. \_\_\_\_\_

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

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

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

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

17) Conflict of Interest:

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

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

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 New York City Economic Development Corporation  
Contact Person Jennifer Cass, PE, Vice President - Capital Program  
Address 110 William Street, 6th floor  
City/State New York, New York 10038  
Telephone (212) 312-3865  
Fax # (212) 312-3911  
E-Mail Address jcass@edc.nyc

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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

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Company New York State Dept. of Transportation  
Contact Person Kenneth Murphy., P.E., Design Supervisor  
Address 250 Veterans Memorial Highway  
City/State Hauppauge, New York  
Telephone (631) 952-7942  
Fax # (631) 952-6936  
E-Mail Address kenneth.murphy@dot.ny.gov

**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

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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. Narraganset Avenue Road Raise Construction Inspection /Construction Support Services, Seaford, NY. Narraganset Avenue is a 1,200-ft-long, low-lying street, situated in the south shore community of Seaford, NY, Town of Hempstead. Narraganset 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	2005	Yes

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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
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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Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
67. <b>NYCEDC On-Call - Green Infrastructure Design Services, Brooklyn, NY.</b> 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. <b>Drainage Improvements at Multiple Locations Nassau and Suffolk Counties, NY.</b> 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. <b>Westchester County Traffic Sign Replacement Program, White Plains, NY.</b> 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. <b>NY 25A Northport Drainage Review, Town of Huntington, NY.</b> 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. <b>Traffic Signal Timing and Arterial Optimization, Suffolk County, NY.</b> 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. <b>Traffic Signal Design Requirements, Various Locations, NY.</b> 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. <b>Traffic Timing &amp; Arterial Optimization, Various Locations, NY.</b> 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. <b>NYSDOT Traffic Signal Requirements Contracts XXVII &amp; XXVIII, Nassau and Suffolk Counties, NY.</b> 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

**GREENMAN-PEDERSEN, INC**

EIN: 11-2537074

**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
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

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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
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

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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
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**  
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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
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**

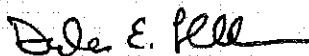
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
<b>106. George Washington Bridge Traffic Simulation Model Development and Technical Support, Fort Lee, NJ.</b> The primary objective for this contract is the expansion 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
<b>107. Pavement Marking and Traffic Signal Maintenance Contract Development, Various Facilities, NY.</b> 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
<b>108. Technical Support Maintenance Contracts, Various Locations, NY and NJ, NY.</b> 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
<b>109. LaGuardia Airport Oversight and Support Services, New York, NY.</b> 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
<b>110. Traffic Engineering Design &amp; Construction Support Specialist, New York, NY/Fort Lee, NJ, NY.</b> 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
<b>111. PANYNJ-Port Newark Port Street Corridor Improvements, Jersey City, NJ.</b> Project includes the development of final design and contract documents (Stage II) 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
<b>112. George Washington Bridge and Bus Station, New York, NY.</b> 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

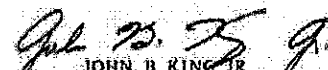
**GREENMAN PEDERSEN INC  
325 WEST MAIN STREET  
ATTN MICHELE BOBICH  
BABYLON, NY 11702-0000**

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

  
DOUGLAS E LENTIVECH  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

**CERTIFICATE NUMBER  
0011886**



  
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

*Jane S. Flynn*  
EXECUTIVE SECRETARY

*Elyse R. Busi*  
ACTING COMMISSIONER OF EDUCATION

*Dale E. Pell*  
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*

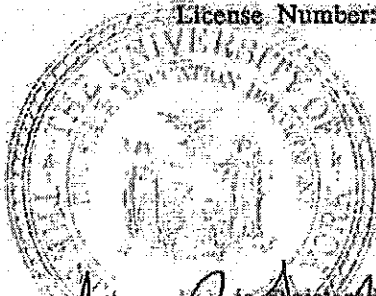
**REGISTRATION CERTIFICATE**

*Do not accept a copy of this certificate*

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**

*Elyse R. Busi*  
ACTING COMMISSIONER OF EDUCATION

*Dale E. Kelly*  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

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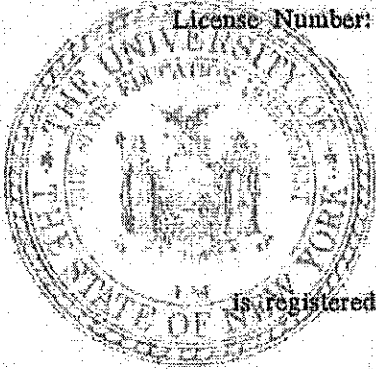
**The University of the State of New York  
Education Department  
Office of the Professions**

**REGISTRATION CERTIFICATE**

**Do not accept a copy of this certificate**

License Number: 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

*[Signature]*  
EXECUTIVE SECRETARY

*[Signature]*  
COMMISSIONER OF EDUCATION

*[Signature]*  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

*This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit [www.op.nysed.gov](http://www.op.nysed.gov).*

## 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

**TRACY LOBDELL**  
Notary Public, State of New York  
Qualified in Suffolk County  
No. 01LO6342670  
My Commission Expires May 23, 20 20

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

**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, 3<sup>rd</sup> 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

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.

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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).

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

See attached.

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

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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.

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**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.

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

Not applicable.

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

Not applicable.

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: May 22, 2017

Signed:



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

Title: Executive Vice President/Branch Manager

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 Deltche [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

This AMENDMENT Number 2, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Greenman-Pedersen, Inc. (GPI), having its principal office at 325 West Main Street, Babylon, NY 11702, (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H670008DP between the County and the Firm, executed on behalf of the County on April 30, 2014, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management/Inspection Services for all construction activities in the Highway/Bridge Unit, 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 April 30, 2014 through April 29, 2016 (the "Original Term") and then extended one more year up to April 29, 2017.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment No 1, as full compensation for the Services, was One Million One Hundred and Fifty Thousand Dollars (\$1,150,000.00) (the "Maximum Amount");

WHEREAS, the County and the Firm desire to extend the contract for Eighteen (18) more months.

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

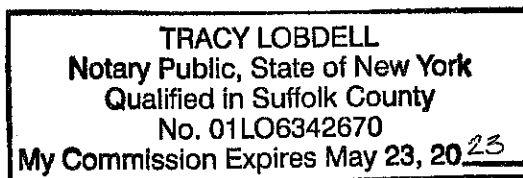
Term. Section 1 Term of this agreement in consideration shall be revised to add Eighteen (18) more months to this agreement from the date of expiration of the original agreement. The new termination date for this agreement shall be October 29, 2018 (the new amended expiration date).

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

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

On the 22nd day of June in the year 2017 before me personally came M. Denise Carter, PE 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 Exec. 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  
*Nancy J. Odell*



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

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

i

**i**

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 22, 2017

NASSAU COUNTY

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

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

Title: County Executive

☐ Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

**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:** Rakhal Maitra, Deputy Commissioner

**DATE:** July 12, 2017

**SUBJECT:** On-Call CM Services -- Highway/Bridge  
Agreement No. H670008DP  
Extension of "On Call" Agreement  
"On Call" Construction Management/Inspection Services for Civil/Site

The Department of Public Works procured Greenman-Pedersen, Inc., to provide "On Call" Construction Management and Inspection services through RFP and this agreement was signed on April 30, 2014, for two (2) years with a one (1) year extension at the Commissioner's discretion. On March 18, 2016, the Commissioner extended this agreement for one more year up to April 29, 2017.

The Department of Public Works is requesting this agreement to be extended eighteen (18) more months from the date of expiration. In addition, the Department would like to increase the cap by Five Hundred Thousand Dollars (\$500,000.00). The total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed One Million One Hundred and Fifty Thousand Dollars (\$1,150,000.00) (the "Amended Maximum Amount").

All the terms and conditions of the original agreement shall remain in full force and effect and govern the relationship of the parties for the term of the amended agreement.

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

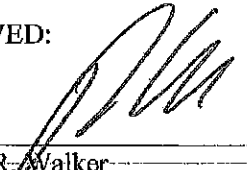
  
Rakhal Maitra  
Deputy Commissioner

RM:WSN:KGA:ac


c: Shila Shah-Gavnoudias, Commissioner  
William S. Nimmo, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Loretta Dionisio, Hydrogeologist II  
Saji Varughese, Construction Inspector II

APPROVED:

DISAPPROVED:

  
Richard R. Walker  
Chief Deputy County Executive

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).

<b>PRODUCER</b> PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	<b>CONTACT NAME:</b> KARL HUCKE	
	<b>PHONE (A/C, No. Ext):</b> 516-869-8788 <b>FAX (A/C, No):</b> 1-516-706-2973	
<b>INSURED</b> Greenman Pedersen, Inc. 325 West Main Street (Babylon, NY) Babylon NY 11702	<b>E-MAIL:</b> khucke@genattgrp.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Liberty Insurance Corp	<b>NAIC #</b> 42404
	<b>INSURER B:</b> AGCS Marine Insurance Company	22837
	<b>INSURER C:</b> Ironshore Indemnity Inc	23647
	<b>INSURER D:</b> Starr Indemnity & Liability Co	38318
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 1747512959**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		1000025533161	12/31/2016	12/31/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$300,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000 \$
D	<b>AUTOMOBILE LIABILITY</b> <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	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$10,000		TH7611260851026	12/31/2016	12/31/2017	EACH OCCURRENCE AGGREGATE	\$10,000,000 \$10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1000002543 1000002541	12/31/2016 12/31/2016	12/31/2017 12/31/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
B C	Property Professional Liability		MX193055344 001546102	12/31/2016 6/30/2016	12/31/2017 6/30/2016	Valuable Papers Each Claim Aggregate	\$500,000 \$5,000,000 \$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-2014005.00 - H670008DP, NCDPW "On-Call" Construction Management Services: Civil/ Site Construction Mgmt.

Additional Insured Status Encompasses General Liability, Automobile & Umbrella Coverage as required by See Attached...

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

Nassau County Department of Public Works  
1194 Prospect Ave  
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

© 1988-2010 ACORD CORPORATION. All rights reserved.

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

written contract. Waiver of Subrogation Status Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract. Nassau County Department of Public Works is included as additional insured as required by written contract.

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.

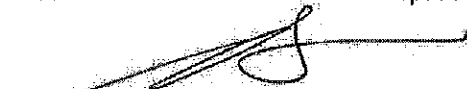
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

05/22/17

Name and Title of Authorized Representative

m/d/yy



Signature

05/22/17

Date

Greenman-Pedersen, Inc.

Name of Organization

325 West Main Street, Babylon, NY 11702

Address of Organization

Contract ID#: H670008DP



CFPW14000009  
Department: Public Works  
**E-64-14**

# **CF (Capital)** **Contract Details**

SERVICE - Construction Management/  
Inspection

NIFS ID #: \_\_\_\_\_ NIFS Entry Date: \_\_\_\_\_ Term: from Execution to 24 Months

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

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSBA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input 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 Greenman-Pedersen, Inc. (GPI)	Vendor ID# 11-2537074
Address 325 West Main Street, Babylon, NY 11702	Contact Person M. Denise Carter, P. E.
	Phone 631 587 5060

County Department
Department Contact Richard Iadevaio, Jr. Superintendent of Highway & Drainage Construction, NCDPW
Address 1194 Prospect Ave, Westbury, NY 11590
Phone 516 571 6824

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	3/5/14	TJR	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	3/4/14	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	3/6/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
3/13/14	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/13/14	[Signature]	
3/13/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/13/14	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	3/17/14	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	3/15/14	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	4/15/14	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	3/17/14	[Signature]	

PRCF1205 (12/05)



## Contract Summary

<b>Description:</b> Provide Professional Construction Management Services for Highway/ Bridge construction.
<b>Purpose:</b> Approval of a Personal Services Agreement with Greenman- Pedersen, Inc. (GPI) to provide "On Call" Professional Construction Management / Inspection Services for all construction activities in the Highway/ Bridge unit. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of contractors claims, Pre-Bid Constructability Review, Utility Mark out, Soil Boring/ Investigation, Material testing and other related engineering/ support services.
<b>Method of Procurement:</b> A qualification- based rating and ranking system of technical and cost proposal in accordance with standard DPW procedures.
<b>Procurement History:</b> The Contract was entered into after a written request for proposal was issued on July 29, 2013. Potential proposers were made aware of the availability of the RFP by publication in Newsday and the Nassau County eProcurement web site. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. A selection Committee was formed to evaluate each proposal. Members of the Committee include Richard P Millet, Chief Deputy Commissioner, Rakhal Maitra, P. E. , Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The committee met on September 3, 2013 to discuss and score proposals. The Committee subsequently requested that the twelve highest ranking firms to submit a Best And Final Offer (BAFO). From the BAFO, selected twelve firms to perform Construction Management/ Inspection tasks as it provided to the best value to the County. For more information, please refer to the attached RT1 part II Memorandum.
<b>Description of General Provisions:</b> Contract for services confirms to model personal services contract developed and approved by the office of the County Attorney.
<b>Impact on Funding / Price Analysis:</b> Funding for services to be provided under this agreement will come from various Capital Projects. This agreement will expire 24 months after its execution with a provision to extend the agreement for a third year of service and has a maximum payment limitation of Six Hundred Fifty Thousand (650,000.00) dollars.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00003
Transaction:	CF

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP-61587-00003	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
	<b>TOTAL</b>	<b>\$0.01</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

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

<b>NIFS Certification</b>	<b>Comptroller Certification</b>	<b>County Executive Approval</b>
I certify that this document was accepted into NIFS.	I certify that an unnumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name _____	Name <i>Steven J. Salvi</i>	Date <i>3/17/14</i>
Date <i>4/15/14</i>	Date <i>4/15/14</i>	(For Office Use Only)
		E #:

EC64-14

RULES RESOLUTION NO 58-2014

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-PEDERSEN,  
INC.

Passed by the Rules Committee  
Nassau County Legislature

By Voice Vote on 3-24-14

VOTING:

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

WHEREAS, the County has negotiated a personal services agreement  
with Greenman-Pedersen, Inc. in connection with "on-call" construction  
management services, a copy of which is on file with the Clerk of the  
Legislature; now, therefore, be it

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

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Greenman-Pedersen, 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. (GPI)

**CONTRACTOR ADDRESS:** 325 west Main Street, Babylon, NY 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 \_\_\_\_\_ on \_\_\_\_\_. The sealed bids were publicly opened on \_\_\_\_\_, \_\_\_\_\_ (#\_\_\_\_) 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 July 29, 2013. Potential proposers were made aware of the availability of the RFP by public notice in Newsday and the County's eProcurement website. Eighteen (18) of potential proposers requested copies of the RFP. Proposals were due on August 23, 2013. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Richard P Millet, Chief Deputy Commissioner, Rakhil Maitra, P. E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevaio, Jr, Superintendent of Highway and Drainage Construction. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest twelve (12) 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.

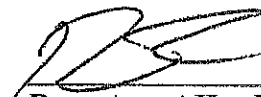
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

3/5/14

Date

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

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

**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      ☐ In-House Work Order

Project No. : H670008D

Project Title: On Call Construction Management Services,  
Highway/Bridge

Department: Public Works

Date: July 18, 2013

Service Requested: "On-Call" Construction Management Service (CM) Agreements with firm to provide resident engineers, inspectors, scheduling services, cost estimating services, field survey services, pre-bid constructability reviews, and construction related engineering services for DPW's Highway/Bridge Construction Group. A total of up to six (6) "On-Call" Agreements may be requested.

Justification: Construction Management is essential in order to ensure a project is delivered on time, within budget, and is of the highest quality. These "On-Call" CM Service Agreements will Allow DPW's Environmental Construction Group to supplement their current staff, on an as-needed basis to effectively manage their construction projects.

Requested by: Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Department/Agency/Office, DPW, Engineering - Civil/Site Construction Management

Project Cost for this Phase: \$1,500,000.00 per Agreement

Total Project Cost: \$9,000,000.00

Date RFP Due: August 23, 2013

Includes, engineering and construction management

Capital Funding Approval: YES ☐ NO ☐

Funding Allocation (Project/subobject):  
See Attached Sheet if multiyear

*[Signature]*  
SIGNATURE

*Funding will be assigned  
by separate RTIS*

Department Head Approval: YES ☒ NO ☐

*[Signature]*  
SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐

*[Signature]*  
SIGNATURE

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

See Attached Sheet

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

DCE/Ops Approval:  
SSG:RM:pl

YES ☐ NO ☐

Signature \_\_\_\_\_

**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:** November 20, 2013

**SUBJECT:** Request to Initiate (an RFP) – Part II  
**"On Call" Construction Management Services: Highway/Bridge Construction**  
**Selection of Firms for Professional Construction Management Services**  
**RFP No. PW-H670008D**

This Department intends to procure Professional Construction Management Services for "On Call" construction management services to the Department's Construction Management Unit: Highway/Bridge Construction Group. These services may include providing Resident Engineers, Field Office Engineers, Construction Inspectors, Schedulers, Cost Estimators, Field Survey Parties, Evaluation of Contractor Claims, Pre-Bid Constructability Reviews, Utility Mark Out, Soil Boring/Investigation, Material Testing and other construction related engineering/support services for various Highway and Bridge related projects, as authorized by the Department.

On July 29, 2013, the Department issued a Request for Proposals (the "RFP"), Notice of the RFP was published in Newsday and was made available on the County's website. On August 23, 2013, proposals from eighteen (18) firms were received.

A Selection Committee was formed to evaluate each proposal. Members of the Committee included: Richard P. Millet, Deputy Commissioner, Rakhal Maitra, P.E., Deputy Commissioner, Brian J. Schneider, Assistant to Deputy Commissioner and Richard Iadevalo, Jr., Superintendent of Highways and Drainage Construction. The Committee met on September 3, 2013, to discuss and score proposals. The Committee subsequently requested that the twelve highest-ranking firms, HAKS, Lockwood, Kessler & Bartlett, Inc. (LKB), LiRo Engineers, Inc. (LiRo), Gibbons, Esposito & Boyce Engineers, P.C., (GEB), Tectonic, Greenman-Pederson, Inc., (GPI), Cashin Associates, P.C., (Cashin), Savin Engineers, P.C., (Savin), L.K. McLean Associates, P.C., (LKMA), Cameron Engineering & Associates, L.L.P., (Cameron), de Bruin and The RBA Group, (RBA) submit a Best and Final Offer (BAFO). The ranking of each firm by technical proposal score is provided below. To be noted, the table reflects LKMA's, LKB's, Tectonic's GPI's and Cameron's BAFO.

Construction Management Firm	Technical Ranking	Best and Final Offer (BAFO)	Cost Ranking
HAKS	1	\$ 937,470.00	11
LKB	1	\$ 922,750.00	13
LiRo	3	\$ 845,581.25	5
GEB	4	\$ 896,300.00	7
Tectonic	5	\$ 936,550.00	16
GPI	6	\$ 893,959.00	8
Cashin	7	\$ 837,481.25	3
Savin	8	\$ 894,575.00	6
LKMA	9	\$ 836,187.50	4
deBruin	10	\$ 934,250.00	10
Cameron	10	\$ 928,764.50	12
<u>RBA</u>	<u>12</u>	<u>\$ 910,200.50</u>	<u>2</u>
D&B	13	\$ 985,747.00	15
Gedeon	14	\$ 1,111,118.11	17
Haider	15	\$ 949,115.00	14
Field Assoc.	16	\$ 662,360.00	1
O'Connor Petito	17	Non-Responsive	0
Vertex	18	\$ 801,250.00	2



Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive  
November 20, 2013  
Page two

SUBJECT: Request to Initiate (an RFP)-Part II  
"On Call" Construction Management Services: Highway/Bridge Construction  
Selection of Firms for Professional Construction Management Services  
RFP No. PW-H670008D

As shown above, HAKS, LKB, LiRo, GEB, Tectonic, GPI, Cashin, Savin, LKMA, deBruin, Cameron and RBA scored the highest twelve (12) technical proposals, all above 80%. However, LKB and Tectonic did not submit the highest-ranked cost proposals (lowest cost), as seen in the table above. As such, the Committee negotiated with LKB and Tectonic. Negotiations successfully reduced the LKB's BAFO from \$940,000 to \$922,750 and the Tectonic BAFO from \$1,032,800 to \$936,550. Furthermore, LKMA, Tectonic and Cameron had proposed multipliers that exceeded 2.3. The Committee negotiated with these firms and successfully reduced LKMA's multiplier for the Scheduler from 2.5 to 2.25; Tectonic's multiplier from 2.4 to 2.3 and Cameron's multiplier for all staff to 2.3. The BAFO's and negotiations resulted in a total savings of nearly \$135,730 compared to the original cost proposals.

In its professional judgment, the Committee selected the twelve (12) firms that will provide the greatest value to the County. All selected firms provided in its proposal evidence of having sufficient experience and expertise to successfully carry out required construction management tasks.

Funding for the aforementioned professional services is available under various Capital Projects in the Capital Plan.

In accordance with County procedural guidelines, CSEA has been notified of this proposed agreement (*ref. Letter to CSEA, dated July 30, 2013*).

Please signify your approval or disapproval of the foregoing by signing the appropriate column below. Please return a copy of this memo subsequent to it being signed. Thank you.


  
Richard P. Millet  
Chief Deputy Commissioner

SSG:RM:pl

c: Shila Shah-Gavnoudias, Commissioner  
Jane Houdek, Attorney for Department of Public Works  
Rakhal Maitra, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Brian J. Schneider, Assistant to Deputy Commissioner  
Richard Iadevaio Jr., Superintendent of Highways and Drainage Construction  
Loretta Dionisio, Hydrogeologist II  
Saji Varughese, Construction Inspector II ✓

APPROVED:

DISAPPROVED:

  
Richard R. Walker  
Chief Deputy County Executive

Date

Richard R. Walker  
Chief Deputy County Executive

Date

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

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

FROM: Department of Public Works

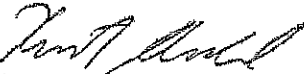
DATE: July 30, 2013

SUBJECT: CSEA Notification of a Proposed DPW Contract  
Requirements Contract  
Proposed Contract No: H670008D

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

1. DPW plans to recommend a contract/agreement for the following services:  
  
Three (3) "On-Call" Construction Management Service Agreements for DPW's Highway/Bridge Construction Group
2. The work involves the following:  
  
Provide resident engineers, inspectors, schedulers, cost estimators, field survey parties, evaluation of construction claims, pre-bid constructability reviews, and construction related engineering services on an as-needed basis for the various construction projects managed by the DPW's Construction Management Unit Highway/Bridge Construction Group.
3. An estimate of the cost is: \$1,500,000.00/Agreement
4. An estimate of the duration is: Twenty-four (24) Months

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

  
Kenneth G. Arnold  
Assistant to Commissioner

KGA:WSN:RM:lv

- c: Allison Hertling, Deputy Director, Office of Labor Relations  
Robert Cancellieri, Deputy Director, Office of Labor Relations  
Rakhal Maitra, Deputy Commissioner  
William S. Nimmo, Deputy Commissioner  
Patricia Kivo, Unit Head, Human Resources Unit  
Richard Iadevaio Jr., Superintendent of Highway & Drainage Construction  
Jonathan Lesman, Management Analyst II



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, [REDACTED]  
Gary T. Etter, P.E., COO, [REDACTED]  
Michael J. Buoncore, CEO/Sr. VP, [REDACTED]  
M. Denise Carter, P.E., Senior VP/Branch Manager, [REDACTED]
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: 01/30/14

Signed: 

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

Title: Sr. Vice President/Branch Manager

EDWARD P. MANGANO  
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.  
COMMISSIONER

**COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NEW YORK 11590-2723**

**CONTRACT FOR SERVICES**

**"ON-CALL" CONSTRUCTION MANAGEMENT SERVICES :**

**CIVIL/SITE CONSTRUCTION MANAGEMENT GROUP**

**AGREEMENT NO. H670008DP**

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Greenman- Pedersen, Inc. (GPI) having its principal office at 325 West Main Street, Babylon, NY 11702, (the "Firm").

**WITNESSETH:**

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date, (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

## 2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services: Civil/ Site Construction Management Group. The specific work divisions and deliverables related to this project are more particularly described 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 Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Exhibit A, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

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

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

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs, renderings, and Laser Scanning as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other 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 and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed six hundred fifty thousand (\$650,000.00) 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.

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

#### 4. Ownership and Control of Work Product

##### (a) Copyrights.

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

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

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law.

The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide

professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than 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 and/or increases in coverage amounts for the insurance required by this paragraph, as the County may from time to time specify.

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required 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. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

## 12. Termination.

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

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

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

Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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 lefty blank}

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

By: [Signature]

Name: M. Denise Carter, P.E.           

Title:            Sr. Vice President/Branch Manager           

Date:            January 30, 2014           

NASSAU COUNTY

By: [Signature]  
Richard R. Walker

Name:            Chief Deputy County Executive           

Title:            County Executive           

[Signature] Deputy County Executive           

Date:            4/30/14           

PLEASE EXECUTE IN BLUE INK

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

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 30th day of January in the year 2014 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 she is the Senior Vice President / 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 Rimpel*

ADEN RIMPEL  
Notary Public, State of New York  
No. 01RI8077065  
Qualified in Suffolk County  
Commission Expires July 1, 2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 30 day of April in the year 2014 before me personally came Richard R. Walter to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

*Concetta A. Petrucci*

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE6258026  
Qualified in Nassau County  
Commission Expires April 02, 2016

## EXHIBIT "A"

### DETAILED SCOPE OF SERVICES

#### On-Call Civil/ Site Construction Management Services

##### 1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call Civil/ Site Construction Management services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Construction Management Services for the County's Civil/ Site Construction Management Group including, but not limited to, the furnishing of resident engineers, construction inspectors, scheduling services, cost estimating services, field survey services, evaluation of contractor's claims, pre-bid constructability reviews, Utility Mark outs, Soil boring/ investigation, Material Testing and other construction related engineering/ Supported services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

##### 2. Notification

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

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

##### 3. Task Order (Mission) Procedures

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

a) Task Order Issuance and Submission of Proposal - In the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the "Mission") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i) (B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

## EXHIBIT "B"

### PAYMENT SCHEDULE

#### On-Call Civil/Site Construction Management Services

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. Services

- A. Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two and twenty fifth hundredths (2.25) for Greenman- Pedersen, Inc. employees, and two and thirty hundredths (2.30) for PACO Group employees . The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

B. Subconsultants and Special Consultants

Subconsultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Subconsultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Subconsultant or Special Consultant.

The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Fifty (\$150) dollars per hour.

EXHIBIT "C"

MAXIMUM WAGE RATE SCHEDULE

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

**"ON CALL" CONSTRUCTION MANAGEMENT SERVICES HIGHWAY/BRIDGE CONSTRUCTION  
Contract No. PW-H670008D**

**GREENMAN-PEDERSEN, INC.**

**Rate Schedule**

<b>Employee</b>	<b>Title</b>	<b>Rate</b>
Roy Relssig	Resident Engineer/ Professional Engineer	\$62.50
Nzinga Porter	Field Office Engineer	\$38.00
William Rossiter	Construction Inspectors	\$37.00

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

**"ON CALL" CONSTRUCTION MANAGEMENT SERVICES HIGHWAY/BRIDGE CONSTRUCTION**  
**Contract No. PW-H670008D**

**PACO GROUP INC.**

**Rate Schedule**

<b>Employee</b>	<b>Title</b>	<b>Rate</b>
Carlos Sanchez	CPM Scheduler	\$65.00

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

**"ON CALL" CONSTRUCTION MANAGEMENT SERVICES HIGHWAY/BRIDGE CONSTRUCTION**  
**Contract No. PW-H670008D**

**HIRANI ENGINEERING & LAND SURVEYING**

**Rate Schedule**

<b>Employee</b>	<b>Title</b>	<b>Rate</b>
Andrew Garcia	Construction Inspectors	\$30.00

## EXHIBIT "EE"

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subconsultants so that, to the greatest extent feasible, all Subconsultants will be approved prior to commencement of work. Any additions or changes to the list of Subconsultants under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Firm reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Firm welcomed bids and quotes from M/WBE Subconsultants. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Firm's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subconsultants to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE Subconsultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subconsultants were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Firm that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business

reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Firm shall be included in the Best Effort Documentation.

- g. If an M/WBE is rejected based on cost, the County Firm must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subconsultants by the County Firm must also be included with the Best Effort Documentation.
- i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

APPENDIX "L"

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Steven Greenman, P.E. (Name)

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

(631) 667 - 1515 (Telephone Number)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(81)

27 2006 21

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

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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.

2/19/14  
Dated

Steven Greenman  
Signature of Chief Executive Officer

Steven Greenman, P.E.  
Name of Chief Executive Officer

Sworn to before me this

19<sup>th</sup> day of February, 20 14.

Aden Rimpel  
Notary Public

ADEN RIMPEL  
Notary Public, State of New York  
No. 01R16077065  
Qualified in Suffolk County  
Commission Expires July 1, 20 14

(83)  
-28 21062-1

**MBE/WBE Utilization**

Compliance with Local Law No. 14-2002 --

**"Participation by Minority Group Members and Women in Nassau County Contracts"**

It is the policy of GPI to actively promote equal opportunity with regard to employment and utilization of certified minority and women-owned business enterprises, and we do so on many of our projects. Throughout GPI's history, the firm has fully supported the utilization of M/WBE firms by including them on commercially useful functions and has met or exceeded the stated goals of a project.

For this Nassau County project, we are including **Hirani Engineering & Land Surveying, P.C.**, a NYS-certified MBE consulting engineering and land surveying firm based in Jericho, who will provide qualified construction inspection and field survey personnel for assignment to the County's various highway and bridge-related projects. GPI is also utilizing the services of **PACO Group Inc.**, a NYS-certified MBE construction management firm that specializes in cost estimating and scheduling control. We can assure NCDPW that GPI will comply with the provisions outlined in Appendix EE of the County's Request for Proposals by utilizing the services of Hirani and PACO for approximately 22% of the contract.

Both firm's MBE certification documents are provided in this section.