

E-177-17

## Contract ID:CFPW17000014 Department: Public Works

Capital: X

SERVICE: Design of Merrick Road over Milburn Creek Bridge Rehab

NIFS ID #:CFPW17000014

NIFS Entry Date: 01-AUG-17

Term: from 15-SEP-17 to 31-AUG-19

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

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

Vendor Info:	
Name: Greenman-Pedersen, Inc	. Vendor ID#: 11-2537074
Address: 325 West Main Street	Contact Person: Denise Carter
Babylon, NY 11702	
	Phone: 516-587-5060

Department:		
Contact Name: Devin Velasq	uez	
Address: 1194 Prospect Aver	nue	
Westbury, NY 11590		
Phone: 516-571-4232	C123	

# **Routing Slip**

Department	NIFS Entry: X	01-AUG-初 APEREIRA
Department	NIFS Approval: X	08-AUG-17 CYANSICK
DPW	Capital Fund Approved: X	08-AUG-17 CYANSICK
ОМВ	NIFA Approval: X	11-AUG-17 RDALLEVA
ОМВ	NIFS Approval: X	08-AUG-17 MVOCATURA
County Atty.	Insurance Verification: X	09-AUG-17 DMCDERMOTT
County Atty.	Approval to Form: X	09-AUG-17 DMCDERMOTT
Dep. CE	Approval: X	14-AUG-17 CRIBANDO
Leg. Affairs	Approval/Review: X	11-AUG-17 MREYNOLDS

Legislature	Approval:	
Comptroller	NIFS Approval:	·
NIFA	NIFA Approval:	

### **Contract Summary**

**Purpose:** Design of Bid Documents for Merrick Road over Milburn Creek Bridge Rehabilitation in accordance with the latest NYSDOT standards and to update current design plans as necessary. This project is on the TIP and the County will be eligible to receive reimbursement of 95% of the total cost of the project if standards and timeline are adhered to. This project is being reimbursed through the 2016 Bridge NY Program, so the schedule is critical and must be followed if the County is to receive reimbursement.

Method of Procurement: RFP

**Procurement History:** The Department followed Nassau County procurement procedures. Responses were evaluated by a team of Professional Engineers and a recommendation was forwarded and approved.

Description of General Provisions: Firm is to provide design services in accordance to the RFP requirements.

Impact on Funding / Price Analysis: Firm selected after review of responses received. Selected firm was one of three who was determined to be the best value for the County.

Change in Contract from Prior Procurement: None

Recommendation: (approve as submitted) Approve immediately so project can remain on schedule

### **Advisement Information**

BUDGET CODES		
Fund:	CAP	
Control;	63	
Resp:	029	
Object:	010	
Transaction:	CF	
Project #:	63029	
Detail:	137	

RENEWAL	
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT	
Revenue		
Contract;		
County	\$ 0.00	
Federal	\$ 0.00	
State	\$ 0.00	
Capital	\$ 412,000.00	
Other	\$ 0.00	
TOTAL	\$ 412,000.00	

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/63029- 137/00002	\$ 412,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 412,000.00

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

1. Vendor: Greenman-Pedersen, Inc.	
2. Dollar amount requiring NIFA approval: \$412000	
Amount to be encumbered: \$412000	
This is a New	
If new contract - \$ amount should be full amount of contract If advisement - NIFA only needs to review if it is increasing funds above th If amendment - \$ amount should be full amount of amendment only	ne amount previously approved by NIFA
3. Contract Term: 9/15/17-8/31/19  Has work or services on this contract commenced? N	
If yes, please explain:	
4. Funding Source:	
General Fund (GEN) Grant Fund (GRT) X Capital Improvement Fund (CAP) Other	Federal % 0 State % 0 County % 0
Is the cash available for the full amount of the contract?  If not, will it require a future borrowing?	N Y
Has the County Legislature approved the borrowing?	Y
Has NIFA approved the borrowing for this contract?	N
5. Provide a brief description (4 to 5 sentences) of the item for which	this approval is requested:
Design of Bid Documents for Merrick Road over Milburn Creek Bridge Rehabilitation in accordesign plans as necessary. This project is on the TIP and the County will be eligible to receistandards and timeline are adhered to. This project is being reimbursed through the 2016 B followed if the County is to receive reimbursement.	ordance with the latest NYSDOT standards and to update curren live reimbursement of 95% of the total cost of the project if ridge NY Program, so the schedule is critical and must be
6. Has the item requested herein followed all proper procedures and	I 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 Approv al 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 deliberation s.

RDALLEVA 11-AUG-17

<u>Authenticated User</u> <u>Date</u>

#### 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 <u>Date</u>

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 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 a personal services agreement with Greenman-Pederson, Inc. for development of design plans, construction estimates and special specifications for the Merrick Road over Milburn Creek Bridge Rehabilitation project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

George Maragos Comptroller



### OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

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

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

TRACTOR ADDRESS: 325 West Main Stre	<u>NC</u> et. Babylo	n, NY 11702	
FEDERAL TAX ID #: 11-2537074			. <u></u>
	AND PROPERTY.		
<u>Instructions:</u> Please check the appropriate roman numerals, and provide all the reques			he follo
	sted inforn	nation.	
roman numerals, and provide all the reques	ted inform e lowest, as awarded a	nation.  responsible but  fter a request for se	idder ealed bi

### 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 <u>May 19, 2017</u>. Potential proposers were made aware of the availability of the RFP by advertisement in <u>Newsday</u>, and the New York State Contract Reporter, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on <u>June 16, 2017</u>; three (3) proposals were received and evaluated. The evaluation committee consisted of the following members of the department of Public Works: <u>Ken Arnold PE Assistant to Commissioner</u>, Rakhal Maitra, PE Deputy Commissioner And Donna Boyle, PE Civil Engineer III The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

111.   This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on 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
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>B.</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. It 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.

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

VIII. I 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 subcontractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. \(\sigma\) 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:  $\square$  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

Signature

Date 8/1/17

<u>NOTE:</u> 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



### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions bursuant 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
dentified above were made freely and without duress, threat or any promise of a governmental penefit or in exchange for any benefit or remuneration.
Vendor: Greenman-Pedersen, Inc.  Dated: May 22, 2017 Signed:
Print Name: M. Denise Carter, PE

Title: Executive Vice President / Branch Manager

# Exhibit B



### COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
None
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
None
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identif
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
NOTIC .

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

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

- 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.	Y		***************************************		**************************************
	пиненкими он	WINDS AND THE RESIDENCE OF THE PROPERTY OF THE	<b>тителиции</b>	**************************************	**************************************

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

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	and the state of t
	Date of birth	
	Home address	
	City/state/zip	
	Business address 325 West Main Street	
	City/state/zip Babylon, NY 11702	
	Telephone 631-587-5060	
	Other present address(es) <u>none</u>	
	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	<u>/ 1994</u>
	Chairman of Board/ Shareholder	THE HAND PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF T
	Chief Exec. Officer/ Secretary	<u>10 / 01 / 1994</u>
	Chief Financial Officer 10 / 01 / 1994Partner	annecessaria seminoramentale un montroporate
	Vice President/	and an analysis and a second an
	(Other) Senior Vice President 10 / 01 /1994	xecutive Vice President <u>01/ 01/ 201</u> 7
3.	Do you have an equity interest in the business st YES NO _X_ If Yes, provide details.	ubmitting the questionnaire?
<b>4</b> .	Are there any outstanding loans, guarantees or other type of contribution made in whole or in passubmitting the questionnaire? YES NO _X	rt between you and the business
5.	Within the past 3 years, have you been a princip for-profit organization other than the one submitt If Yes, provide details.	ing the questionnaire? YES X NO;
	Within the past three years, Mr. Buoncore has been Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Sulte Corrosion Control Consultants & Labs, Inc., 4403	2A, Morris Plains, New Jersey 07950 and
	•	Rev. 3-2016

6.	Sectio	ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES $\_\_\_$ NO $\_X$ provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy oriate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:
	а.	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 $\underline{\hspace{1cm}}$ NO $\underline{\hspace{1cm}}$ 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? YESNO _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.	bankru the par bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and 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 $\underline{x}$ 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
	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.	years, investi subject for, or respor	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such igation.
10.	listed i anti-tru includi princip	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a pall owner or officer? YES NO _X If Yes; provide details for each such igation.
11.	respor procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YESNO _X If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _X If Yes, provide details for each such

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' day of YYQU 20 17

TINA M. PETERSON
Notary Public - State of Florida
My Comm. Expires Nov 2, 2018
Commission # FF 139360

Greenman-Pedersen, Inc.

Name of submitting business

Michael J. Buoncore, CPA, CDA

Print name

oli ( Final )

Chief Financial Officer / Executive Vice President

Title

Date

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
	Home address
	City/state/zip
	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 OfficerPartner/Partner
	Vice President//
	(Other) Senior Vice President <u>07/15 /2000</u> Executive Vice President <u>01/01/20</u> 17
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO _X
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 $\underline{X}$ If Yes, provide details.

6.	Section	by governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO $\underline{X}$ provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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 $\underline{X}$ 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.	bankru the pa bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is uch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and 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 $\underline{x}$ 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.

	<i>e)</i>	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.	D. 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.	respor proces	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X_ If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _X If Yes, provide details for each such

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

20 17

Notary Public

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

Greenman-Pedersen, Inc.
Name of submitting business

M. Denise Carter, PE

Print name

Signature

Executive Vice President/Branch Manager

Title

05 / 22 / 2017

Date

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 Raiph D. Csogi, PE
	Date of birth
	Home address
	City/state/zip
	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.

		n 5 in the past 3 years while you were a principal owner or officer? YES NO <u>X</u> provide details.
op Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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.	bankru the par bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chost business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO _X
	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
	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.

6. Has any governmental entity awarded any contracts to a business or organization listed in

	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.	years, investight subject for, or	tion to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in see to Question 5? YES NO _X If Yes, provide details for each such gation.
10.	listed in anti-tru includir	tion to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil list investigation and/or any other type of investigation by any government agency, and but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO _X If Yes; provide details for each such gation.
11.	respon procee	past 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO _X_ If Yes; e details for each such instance.
12.	applica	past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO $\underline{x}$ If Yes, provide details for each such

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, <u>Palph D. Csogi</u>, <u>PE</u> 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

20/)

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. Csoqi, PE

Print name

100

President & CEO

Title

5 130 12017

Date

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

*	Principal Name Christer Ericsson
ı	Date of birth
2000	-lome address
•	City/state/zip
-	Business address 21 Daniel Street
•	City/state/zip Portsmouth, NH 03801
*	Telephone <u>978-570-2955</u>
1	Other present address(es)
•	City/state/zip
4	Telephone
	List of other addresses and telephone numbers attached
COMPA	Positions held in submitting business and starting date of each (check all applicable)
-	President/Treasurer/
4	Chairman of Board/ Shareholder/
1	Chief Exec. Officer// Secretary//
4	Chief Financial Officer Partner Partner
٩	Vice President 09 / 01 / 2001Chief Mktg Officer 01 / 01 / 2017
į	(Other)
-	Do you have an equity interest in the business submitting the questionnaire?
4	YES NO 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 X If Yes, provide details.
of annual name	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
Section 200	
<b>EXPERIMENTAL</b>	
*	Rev. 3-201

6.	Section	y governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO X provide details.
ope Pro	eration o	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  Idetailed response to all questions checked "YES". If you need more space, photocopy riate page and attach it to the questionnaire.
7.	In the p organiz	past (5) years, have you and/or any affiliated businesses or not-for-profit rations 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
	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 NO If Yes, provide details for each such instance.
8.	bankru the pas bankru any su initiate questic	Iny of the businesses or organizations listed in response to Question 5 filed a ptcy petition and/or been the subject of involuntary bankruptcy proceedings during at 7 years, and/or for any portion of the last 7 year period, been in a state of eptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and 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 NO YES Provide details for each such charge.
	c)	s 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 NO If Yes, provide details for each such conviction.
		Rev. 3-2016

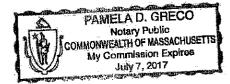
	e) In the past 5 years, have you been convicted, after trial or by plea, of a	
	misdemeanor? YES NO NO If Yes, provide details for each such conviction.	
	f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO NO If Yes, provide details for each such occurrence.	Ŧ
		J
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 NO NO Fee 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 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 NO IT If Yes, provide details for each such year.	
		, and

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 , b	eing duly sworn, state that I have read and understand all
the items contained in the foregoing pa	ages of this questionnaire and the following pages of
attachments, that I supplied full and co	implete answers to each item therein to the best of my
knowledge, information and belief; that	t I will notify the County in writing of any change in
circumstances occurring after the subr	mission of this questionnaire and before the execution of
the contract; and that all information su	upplied by me is true to the best of my knowledge,
information and belief. I understand the questionnaire as additional inducement entity.	at the County will rely on the information supplied in this at to enter into a contract with the submitting business

Sworn to before me this

Notary Public



Greenman-Pedersen, Inc.

Name of submitting business

Christer Ericsson Print/name,

Signature

Chief Marketing Officer/Executive Vice President Title

5,25,17

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 lnk. 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
	Home address
	City/state/zip
	Business address 325 West Main Street
	City/state/zip Babylon, NY 11702
	Telephone 631-587-5060
	Other present address(es) <u>nore</u>
	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 67 / 01 / 2013
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.	Section	by governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES $\_\_$ NO $\underline{X}$ provide details.
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy triate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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.	bankru the par bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptroper petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroper as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\underline{x}$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO $\underline{\chi}$ If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO _x
	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.

	0)	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.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such gation.
10.	listed i anti-tru includi princip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil just investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a local owner or officer? YES NO _X If Yes; provide details for each such gation.
11.	respor procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X_ If Yes; e details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO $\underline{\mathbf{x}}$ If Yes, provide details for each such

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 day of May 20\_17

Cynthia R. Okamoto
Commission # 2344322

Notary Public R. Okamoto
My Commission Expires
May 06, 2021

Notary Public

Greenman-Pedersen, Inc.
Name of submitting business

Gary T. Etter, PE

Print name

Signature

Chief Operating Officer

Title

5,23,11

#### 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

۱.	Principal Name Steven Greenman, PE
	Date of birth
	Home address
	City/state/zip
	Business address 325 West Main Street
	City/state/zip Babylon, NY 11702
	Telephone631-587-5060
	Other present address(es) <u>none</u>
	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/
	Chairman of Board <u>05 / 03 / 2014</u> 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.	Section	ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO _X provide details.				
ope Pro	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy oriate 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.	bankru the par bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptropretition and/or been the subject of involuntary bankruptcy proceedings during at 7 years, and/or for any portion of the last 7 year period, been in a state of aptropreticity as a result of bankruptcy proceedings initiated more than 7 years ago and/or is choosiness now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)				
	a)	Is there any felony charge pending against you? YES NO $\underline{X}$ 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				
	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)	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.	years, investi subject for, or respon	lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such igation.
10.	listed i anti-tro includi princip	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a ball owner or officer? YES NO _X_ If Yes; provide details for each such igation.
11.	respon	past 5 years, have you or this business, or any other affiliated business listed in nee to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X_ If Yes; le details for each such instance.
12.	applic	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO _X_ If Yes, provide details for each such

#### 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.

\_\_\_\_\_, being duly sworn, state that I have read and understand all J. Steven Greenman, PE 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 IST day of June

TINA M. PETERSON Notary Public - State of Florida My Comm. Expires Nov 2, 2018 Commission # FF 139360 Greenman-Peg

Name of submitting business

Steven Greenman, PE

Signature

Chairman of the Board

#### **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).

Da	te: 06/01/17
1)	Proposer's Legal Name: Greenman-Pedersen, Inc.
2)	Address of Place of Business: 325 West Main Street, Babylon, NY 11702
	t all other business addresses used within last five years:
	Mailing Address (if different):
Ph	one : (631) 587-5060
Do	es 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
	Too you are the second of the
8)	Does this business control one or more other businesses? Yes X No If Yes, please provide details: See attached.

9)	Does this bus any other bus	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No X If Yes, provide details					
10)	County or any name of bond	oser ever had a bond or surety cancelled or forfeited, or a contract with Nassau other government entity terminated? Yes No _X If Yes, state the ing agency, (if a bond), date, amount of bond and reason for such cancellation or details regarding the termination (if a contract).					
11)	Has the propo If Yes, state d	oser, during the past seven years, been declared bankrupt? Yes No _X_ ate, court jurisdiction, amount of liabilities and amount of assets					
12)	affiliated busing investigation to the past 5 years a criminal investigation of the prosecuting of the performed at.	e years, has this business and/or any of its owners and/or officers and/or any ness, been the subject of a criminal investigation and/or a civil anti-trust by any federal, state or local prosecuting or investigative agency? And/or, in ars, have any owner and/or officer of any affiliated business been the subject of estigation and/or a civil anti-trust investigation by any federal, state or local r investigative agency, where such investigation was related to activities for, or on behalf of an affiliated business.  If Yes, provide details for each such investigation.  See attached.					
13)	affiliated busing but not limited has any owner any government agencies, for	years, has this business and/or any of its owners and/or officers and/or any ness been the subject of an investigation by any government agency, including to federal, state and local regulatory agencies? And/or, in the past 5 years, or and/or officer of an affiliated business been the subject of an investigation by the entity agency, including but not limited to federal, state and local regulatory matters pertaining to that individual's position at or relationship to an affiliated as X No If Yes, provide details for each such investigation. See attached					
14)	had, either be charges perta submitting bu a)	ent or former director, owner or officer or managerial employee of this business afore or during such person's employment, or since such employment if the sined to events that allegedly occurred during the time of employment by the siness, and allegedly related to the conduct of that business:  Any felony charge pending? Yes No _X If Yes, provide details for such charge					
	for	Any misdemeanor charge pending? Yes No _X If Yes, provide details each such charge					
	c) an	In the past 10 years, you been convicted, after trial or by plea, of any felony id/or any other crime, an element of which relates to truthfulness or the iderlying facts of which related to the conduct of business? Yes No _X					

	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.
business respect to	st (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No _x; If Yes, provide details for a instance.
pay any a limited to such year	ast (5) tax years, has this business failed to file any required tax returns or failed to applicable federal, state or local taxes or other assessed charges, including but not water and sewer charges? Yes No _X If Yes, provide details for each r. Provide a detailed response to all questions checked 'YES'. If you need more notocopy the appropriate page and attach it to the questionnaire.
***************************************	
Provide a det photocopy the	tailed response to all questions checked "YES". If you need more space, e appropriate page and attach it to the questionnaire.
17) Conflict o a) con	Please disclose any conflicts of interest as outlined below. NOTE: If no flicts 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.

Э.	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					
	Address110 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					
	Company Suffolk County Dept. of Public Works					
	Contact Person_Gilbert Anderson, P.E., Comissioner					
	Address 335 Yaphank Avenue					
	City/State Yaphank, New York					
	Telephone(631) 852-4010					
	Fax # (631) 852-4150					
	E-Mail Address gilbert.anderson@suffolkcountyny.gov					
:p:.	·····································					
	Company New York State Dept. of Transportation					
	Contact Person_Kenneth Murphy., P.E., Design Supervisor					
	Address250 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 was Cost Of Work Completion completed on						
Pro	ject Name and Location	Client Name & Address	(in thousands)	Date	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 <sup>,</sup> 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 <b>f</b> ee	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		
	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		

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Pro	ect 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	3
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

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Project Name and Location		Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and
	A CONTRACTOR OF THE CONTRACTOR	The second secon	57		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
	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
	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

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Pro	ect Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
	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
	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
	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	<b>20</b> 15	Yes
	Nassau County Traffic Design Englineer, 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
	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

EIN: 11-2537074

Pro	ject 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
	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
	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.		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

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0	ect Name and Location	Client Name & Address	Cost Of Work	Completion	Project was completed on
710	CUMINE SILU LUCALUI	GIERTENAME & ACCIESS	(in thousands)	Date	time and
53.	Nicolis 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	within budget
54.	Engineering Services in Conjunction with Improvements to CR 17, Phase III, Town of IsIIp, 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
	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 <b>fe</b> e	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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Pro	ect Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and
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	within budget
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 Townowned 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
	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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Pro	ect Name and Location	.Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
67.	NYCEDC On-Call - Green Infrastructure Design Services, Brooklyn, NY. This project includes the hydraulic screening and final design for approximately 550 right-of-way bioswales (ROWBs) in Brooklyn for the Fresh Creek Jamaica Bay Tributary Areas Project area extends 495 acres and includes hydraulic analyses, screening of ROWB locations against NYCDEP criteria, extensive all-agency site visits, topographic survey, area-wide soil boring and permeability testing program, utility coordination, detailed bioswale, sidewalk and roadway design, preparation of final bid documents including all plans and estimate, and construction support.	New York City Dept, of Economic Development New York, NY	\$1,155 fee	2017	Progressing on time/ budget
68.	Drainage Improvements at Multiple Locations Nassau and Suffolk Counties, NY. This project was one of a series of Highway Runoff Mitigation projects designed to address drainage problems at various locations in Nassau / Suffolk Counties.	New York State Dept. of Transportation Albany, NY	\$5,000	2013	Yes
	Westchester County Traffic Sign Replacement Program, White Plains, NY. GPI conducted the field inventory of all county-owned traffic signs, developing a Sign Management System, and prepared design documents to replace signs as required. In addition, GPI assisted in the bid process, provided design support during construction, inspected the work and provided all necessary construction administration to complete the sign replacements.	Westchester County Dept. of Public Works White Plains, NY	\$647 fee	2007	Yes
70.	NY 25A Northport Drainage Review, Town of Huntington, NY. Project included rehabilitation of drainage system to eliminate the infiltration of pollution into the system. GPI investigated various rehabilitation techniques and recommended the most effective for installation.	New York State Dept. of Transportation Albany, NY	\$53 fee	2015	Yes
	Traffic Signal Timing and Arterial Optimization, Suffolk County, NY. GPI developed timing plans along various corridors using Synchro software to improve control of 500+ signalized intersections. This project improved service to the traveling public along these corridors by improving safety, maximizing signal timing efficiency, coordinating signal timing, and reducing the overall delay on these arterials.	New York State Dept, of Transportation Albany, NY	\$2,026 fee	2009	Yes
72.	Traffic Signal Design Requirements, Various Locations, NY. GPI provided traffic signal design services for NYSDOT Region 10 annual requirements contract, GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$755 fee	2009	Yes
73.	Traffic Timing & Arterial Optimization, Various Locations, NY. GPI is developing timing plans along various corridors using Synchro software to improve control of 200+ signalized intersections. This project provides improved service to the traveling public along these corridors by improving safety, maximizing signal timing efficiency, coordinating signal timing, and reducing the overall delay on these arterials.	New York State Dept, of Transportation Albany, NY	\$692 fee	2016	Yes
74.	NYSDOT Traffic Signal Requirements Contracts XXVII & XXVIII, Nassau and Suffolk Counties, NY. GPI redesigned and rebuilt 27 existing NYSDOT signalized intersections conforming to NYSDOT standards and specifications, This effort continued GPI's support of past NYS traffic signal rebuilds and included new signal poles, vehicular and pedestrian signal heads, controller cabinet locations, conduit systems, etc.	New York State Dept. of Transportation Albany, NY	\$394 fee	2013	Yes

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Pro	ect Name and Location	Glient Name & Address	Cost Of Work (in thousands)	Completion Date	completed on time and
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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
	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
	Englneering, 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
	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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Pro	ect Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion - Date	Project was completed on time and within budget
	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 NYCVIN 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
	NYCDOT On-Call - Sign Information Management System (SIMS) Early Action Contract, New York, NY. This multiphase project included data collection for approximately 20,000 highway sign assets along 200 centerline miles of illumented 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

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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.	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.	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, 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.	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.	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.	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.	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

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

# THE UNIVERSITY OF THE STATE OF NEW YORK EDUCATION DEPARTMENT

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

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

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

DOUGLAS É LENTIVECH DEPUTY COMMISSIONER FOR THE PROFESSIONS

CERTIFICATE NUMBER



IGER B KINGE PROSECUTION OF THE UNIVERSITY AND COMMISSIONER OF EDUCATION

The University of the State of New York
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Office of the Professions
REGISTRATION CERTIFICATE
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License Number: 066961-1

Certificate Number: 8970418

CARTER MARY DENISE

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

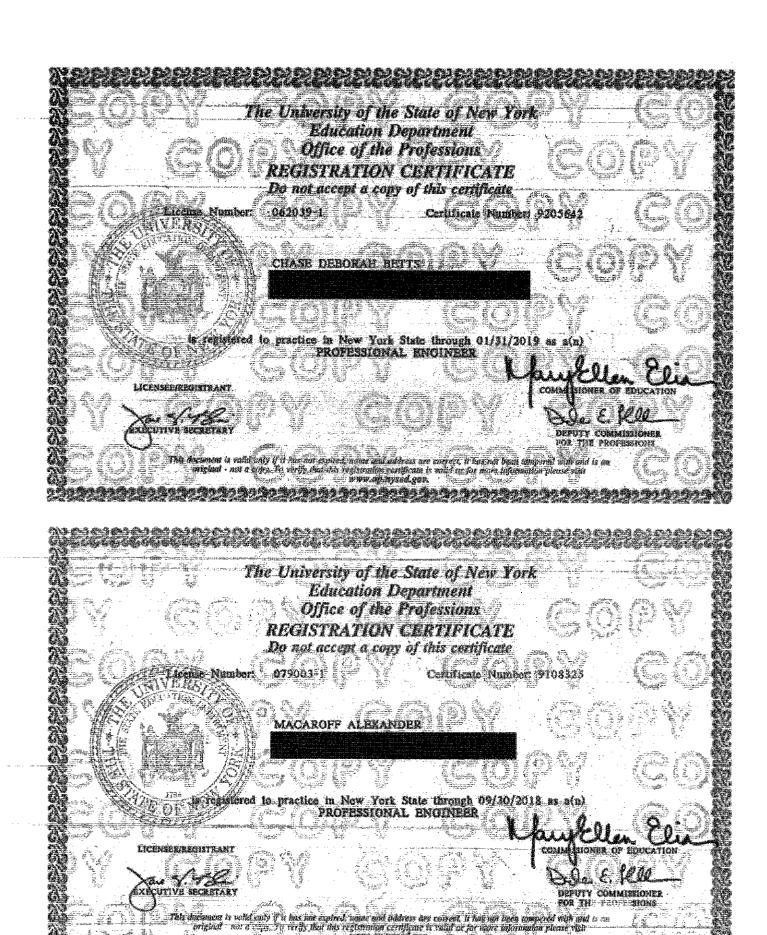
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Education Department
Office of the Professions
REGISTRATION CERTIFICATE
Do not accept a copy of this certificate

License Number: 082164-1

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BAZATA JAMES MARC

is registered to practice in New York State through 07/31/2019 as a(n)
PROPESSIONAL ENGINEER

LICENSEEJERGISTRANT

ASCUTIVE SECRETARY

COMMESSIONER OF EDUCATION

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License Number: 065998-1

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DESIMONE LINGA NATALIE

is registered to practice in New York State through 01/31/2020 as a(n)
PROFESSIONAL ENGINEER

LICENSEE/REGISTRANT

AXECUTIVE SECRETARY

COMMISSIONER OF EDUCATION

DEPUTY COMMISSIONER FOR THE PROFESSIONS

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### CERTIFICATION

CONNECTION WITH THIS QUESTIONNAIRE MAY RES SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJ FALSE STATEMENT TO CRIMINAL CHARGES.	WITH RESPECT TO THE PRESENT
I, M. Denise Carter, P.E., being duly sworn, state items contained in the foregoing pages of this question attachments; that I supplied full and complete answers to knowledge, information and belief; that I will notify the Concircumstances occurring after the submission of this question that all information supplied by me is truinformation and belief. I understand that the County will requestionnaire as additional inducement to enter into a contentity.	ennaire and the following pages of each item therein to the best of my unty in writing of any change in estionnaire and before the execution of the to the best of my knowledge, the policy on the information supplied in this
Sworn to before me this 1st day of June	20 <u>1</u> 7
Orang Frodell_ Notary Public	TRACY LOBDELL Notary Public, State of New York Qualified in Suffolk County No. 01LO6342670 My Commission Expires May 23, 20
Name of submitting business: Greenman-Pedersen, In	C <sub>c</sub>
By: M. Denise Carter, P.E.	C.
By: M. Denise Carter, P.E.  Print name Signature	C <sub>r.</sub>
By: M. Denise Carter, P.E.	C.

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

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

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:

[X] Space

[X] Staff

[X] Equipment

[X] 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:

[X] Space

[X] Staff

[X] Equipment

[X] Expenses

FEIN 80-0316965

Keller & Kirkpatrick, Inc.

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

Item(s) shared:

[X] Space

[X] Staff

[X] Equipment

[X] Expenses

FEIN 32-0363167 GPI Michigan Inc.

4403 Donker Court SE, Kentwood, MI 49512

Item(s) shared:

[X] Space

[X] Staff

[X] Equipment

[X] Expenses

FEIN 59-2405375

Underwater Engineering Services, Inc.

3306 Enterprise Road, Fort Pierce, FL 34982

Item(s) shared:

[X] Space

[X] Staff

[X] Equipment

[X] Expenses

FEIN 45-0535502

Aerial Cartographies of America, Inc.

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

Item(s) shared:

[X] Space

[X] Staff

[X] Equipment

[X] Expenses

FEIN 56-1917382

Independent Mapping Consultants, Inc.

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

Item(s) shared:

[X] Space

[X] Staff

[X] Equipment

[X] Expenses

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 GREENMAN-PEDERSEN, INC. EIN# 11-2537074

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 antitrust 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

Prepared: May 25, 2017

i) US District Court, Eastern District of Pennsylvania, Grand Jury Investigation number 2011- 0246. GP! 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.

GREENMAN-PEDERSEN, INC. EIN# 11-2537074

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

Prepared: May 25, 2017

- 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.

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

#### Officers:

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

EIN: 11-2537074

# NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS BUSINESS HISTORY FORM

#### **QUESTION Alli:**

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

Name / Home Address	Title / Business Address
Joseph Nemmer, P.E.	Executive Vice President/Branch Manager 4950 Genesee St., Suite 165, Buffalo, NY 14225
Louis Norella III, P.E., LEED AP	Executive Vice President/Branch Manager 50 Glenmaura National Blvd., Suite 102, Scranton, PA 18505
Douglass Robb, P.E.	Executive Vice President/Branch Manager 10977 Guilford Road, Annapolis Junction, MD 20701
Robert Rupert, P.E.	Executive Vice President/Branch Manager 1010 East Adams St., Suite140, Jacksonville, FL 32202
Frank Scheller, P.E.	Executive Vice President/Branch Manager 400 Relia 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 CorpPartnershipJoint Venture
Ltd. Liability Co Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
See attached.
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
As of October 1, 2006, 100% of Greenman-Pedersen, Inc. is owned by Greenman-Pedersen, Inc.
Employee Stock Ownership Trust (ESOT).

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
See attached.
No affiliated or subsidiary company will be taking part in the performance of this contract.
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
(a) Name, title, business address and telephone number of lobbyist(s):
None,

# Page 3 of 4

Not applicable.	
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(c) List whether and wh Nassau County, New York Sta	nere the person/organization is registered as a lobbyist (e.g., te):
Not applicable.	
THE STREET AND THE STREET	
NAMEN (A. P.	
	on must be signed by a principal of the consultant, d as a signatory of the firm for the purpose of executing Contracts.
	o swears that he/she has read and understood the foregoing her knowledge, true and accurate.
Dated: May 22, 2017	Signed:
	Print Name: M. Denise Carter, P.E.
	Title: Executive Vice President/Branch Manager

### Page 4 of 4

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

GREENMAN-PEDERSEN, INC. EIN: 11-2537074

# 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.	Chairman of the Board 3306 Enterprise Rd., Fort Pierce, FL 34982
Ralph Csogi, P.E.	CEO/President 100 Corporate Drive, Suite 301, Lebanon, NJ 08833
Gary Etter, P.E.	Executive Vice President/Chief Operating Officer 100 Corporate Drive, Suite 301, Lebanon, NJ 08833
Michael Buoncore, C.P.A., C.D.A.	Chief Financial Officer/Executive Vice President 325 W. Main Street, Babylon, NY 11702
Christer Ericsson, P.E.	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	Executive Vice President/Branch Manager 7650 Standish Place, Suite 109, Rockville, MD 20855
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Mary Denise Carter, P.E.	Executive Vice President/Branch Manager 325 W. Main Street, Babylon, NY 11702
Scott Deitche	Executive Vice President/Branch Manager 1000 North Ashley Drive Suite 100, Tampa, FL 33602
Gregory Johnson, P.E.	Executive Vice President/Branch Manager 100 Corporate Drive, Suite 301, Lebanon, NJ 08833
Patrick Kenneally, P.E.	Executive Vice President/Branch Manager 80 Wolf Road, Suite 300, Albany, NY 12205 4950 Genesee Street, Suite 165, Buffalo, NY 14225
Timothy Letton	Executive Vice President/Branch Manager 181 Ballardvale St., Suite 202, Wilmington, MA 01887
August Maas, P.E.	Executive Vice President/Branch Manager 8 Glbson Street, North East, PA 18428

**GREENMAN-PEDERSEN, INC.** 

EIN: 11-2537074

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

# QUESTION 4

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Name / Home Address	Title / Business Address
Joseph Nemmer, F.E.	Executive Vice President/Branch Manager 4950 Genesee St., Suite 165, Buffalo, NY 14225
Louis Norella III, P.E., LEED AP	Executive Vice President/Branch Manager 50 Glenmaura National Blvd., Suite 102, Scranton, PA 18505
Douglass Robb, P.E.	Executive Vice President/Branch Manager 10977 Guilford Road, Annapolis Junction, MD 20701
Robert Rupert, P.E.	Executive Vice President/Branch Manager 1010 East Adams St., Suite140, Jacksonville, FL 32202
Frank Scheller, P.E.	Executive Vice President/Branch Manager 400 Rella Boulevard, Suite 207, Montebello, NY 10901

## **GREENMAN-PEDERSEN, INC.**

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

### CONTRACT FOR SERVICES

# Merrick Road Over Milburn Creek Bridge Rehabilitation: Milburn Avenue – S. Brookside Avenue Segment

# Agreement Number, H63029-10D PIN (0761.37) BIN 330020-0

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 Greenman-Pederson Inc. 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 be effective on September 1, 2017 (the Commencement Date" and terminate 24 months from 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. In addition, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) additional years to coincide with the term of construction of the project described in Exhibit "A". 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 work started by 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.

# 2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of the development of design plans, construction estimates and special specifications for the

Merrick Road over Milburn Creek Bridge Rehabilitation: Milburn Avenue – S. Brookside Avenue Segment. The specific work divisions and deliverables related to this project are particularly described in the "Detailed Scope of Services," provided with this solicitation for work under this agreement hereby be made a part 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 Appendix "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) If the Firm has a Project Wise Account with New York State Department of Transportation, it is preferred that the Firm uses the account for this project, but not necessary.
- (d) 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, Building Information Modeling (BIM) 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 subconsultants shall not be paid for by the County.
  - (6) Other expenses as approved in writing 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 Appendix "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. Four Hundred and Twelve Thousand dollars and no cents (412,000.00).

- (b) <u>Vouchers: Voucher Review, Approval and Audit</u>. 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) <u>Timing of Claims for Payment</u>. 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) <u>No Duplication of Payments</u>. 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) <u>Payments in Connection with Termination or Notice of Termination</u>. 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) <u>Payments Relating to Services Rendered by Sub-consultants</u>. 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 Firm 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) <u>Patents and Inventions</u>. 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) <u>Pre-existing Rights</u>. 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) <u>Infringements of Patents. Trademarks, and Copyrights</u>. 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. <u>Independent Contractor</u>. 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. <u>No Arrears or Default</u>. 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) <u>Nassau County Living Wage Law</u>. 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) <u>Protection of Client Information</u>. 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. <u>Minimum Service Standards.</u> 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) <u>Limitation of Liability.</u> 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. <u>Insurance</u>.
- (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 two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) Acceptability: Deductibles: Sub-consultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and 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 Sub-consultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.
- (c) <u>Delivery</u>; <u>Coverage Change</u>; <u>No Inconsistent Action</u>. 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 coverage. 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 coverage 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. <u>Assignment: Amendment: Waiver: Subcontracting.</u> 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) <u>Generally</u>. 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) <u>Firm Assistance upon Termination</u>. 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. <u>Accounting Procedures: Records.</u> 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. <u>Limitations on Actions and Special Proceedings against the County</u>. 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) <u>Time Limitation</u>. 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. <u>Notices.</u> 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. <u>Section and Other Headings</u>. 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. <u>Administrative Service Charge</u>. The Firm agrees to pay the County an administrative service charge of Five Hundred and 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 venture 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 ventures 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 venture hereunder.
- (b) If the Firm is comprised of more than one legal entity or any group of partners or joint venture 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.

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

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By: <	<i>z2</i> 0	<b>J</b>		
Name:	M	Ocais.	<u> </u>	acted
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#### NASSAU COUNTY

Ву:	
Nan	ne:
Title:	County Executive
	Deputy County Executive
Date	2:

## 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 day of
NOTARY PUBLIC How Rempel Notary Public, State of New York No. 01Ri6077065 Qualified in Suffork County Commission Expires July 1, 20 18
(STATE OF NEW YORK)
ss.: (COUNTY OF NASSAU)
On the day of in the year 20 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a Deputy County
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NOTARY PUBLIC

# EXHIBIT A SCOPE OF SERVICES

# DIVISION I Design Report

# A. Overview and Design Report

The deliverables for this proposal are a Design Report and preparation of 100% detailed design drawings in NYSDOT standard specifications for the Merrick Road Bridge over Milburn Creek: Milburn Avenue – S. Brookside Avenue Segment.

### Background

The Milburn Creek Culvert (the crossing under the Merrick Road Bridge) was originally constructed in the 1950's. It was intended to be repaired back in 2011. The project was never bid and now, Nassau County has been awarded a grant for the rehabilitation of the bridge. This project is being funded by the Bridge NY Program, administered by New York State Department of Transportation (NYSDOT) and as such, all project deadlines on the schedule must be reached. The schedule is critical and cannot be adjusted. Since this project is being funded through New York State, the guidelines outlined in the Project Development Manual (PDM) must be followed. Please refer to the most up to date version of the PDM on the NYSDOT website. The Procedures for Locally Administered Federal-Aid Projects Manual needs to be followed as well with close attention paid to the Design Report. Please follow and complete the sections that pertain to this project. A set of design plans were developed for the project. It is recommended that the plans are used and updated as necessary. The plans are in Nassau County Standard Specifications and would need to be converted to the most up to date version of NYSDOT Standards Specifications. The Merrick Road bridge is the lowest rated bridge in Nassau County. It receives heavy traffic many times during the day. This rehabilitation will improve the Milburn Creek Culvert to help its longevity and provide a newly resurfaced roadway to help reduce driver frustration.

#### Project Limits

The Project scope includes the design and rehabilitation of the Merrick Road Bridge over Milburn Creek, located in Freeport, Town of Hempstead, New York. See Appendix "A" for ROW maps, conceptual alignment plans and other related maps/plans. The segment is described in more detail below:

Segment - Merrick Road (Milburn Avenue to S. Brookside Avenue) 0.053 miles: The segment calls for the improvement of the Milburn Creek Culvert. The work involves repairing cracking and spalling throughout the structure by saw cutting and removing the damaged concrete areas which will then be replaced with patching material approved by the county. There is exposed reinforcement in the culvert that is to be cleaned, repaired or replaced. A waterproof membrane will be installed onto the culvert. The roadway above the surface (Merrick Road) is to be resurfaced. Sidewalks in the project limits is to be removed and replaced. The Merrick Road bridge runs parallel to the Milburn Pond Park. The bridge is located within the Milburn Pond Park property, owned by the County of Nassau and known on the Nassau County Land & Tax Map as Section 54, Block C, Lot 46. A Complete Streets is required for this project. Shoulder widths need to be addressed in the Complete Streets. Please refer to the most

up to date version of the Complete Streets that pertains to Nassau County and NYSDOT.

The Merrick Road over Milburn Creek Bridge rehabilitation: Milburn Avenue – S. Brookside Avenue segment will help create a safer travel way for drivers and extend the service life of the Merrick Road Bridge. The newly resurfaced pavement provides a smooth surface for motorists which reduces driver frustration and the amount of accidents that occurs. The work done on the Milburn Creek Culvert will help improve the integrity of the structure, restoring the lowest rated bridge in all of Nassau County. This segment links residential neighborhoods with schools and helps create a safer environment for all.

#### Coordination

The Merrick Road Bridge runs through the Milburn Pond Park. However, this park is owned and operated by Nassau County so no issues with coordination should arise on that front. The work being done on the bridge is near the Milburn Pond and as such, coordination with the Department of Environmental Control is required.

Upon direction, and subject to the written direction, control and supervision of the Nassau County Commissioner of Public Works (hereinafter referred to as the "Commissioner"), and appropriation of funds and encumbrance thereof by the County Comptroller for the required purpose, the Firm is hereby engaged to perform the identified Scope of services, in accordance with the applicable tasks description.

# DIVISION II Design Report

#### B. Horizontal Control

Establish a precise base line with at least two ties into the Nassau County Geographic Information System (GIS), with a maximum error of closure of 1:50,000. The error of closure shall be distributed according to standard procedures and all angle points coordinated. Before the survey work is started, the Firm shall submit their procedure to the County for approval. The Firm shall use this base line as the reference line for locating all topography, and aboveground and underground facilities. The base line shall be monumented and referenced as necessary to later serve for laying out the construction. Traverse worksheets shall be submitted to the County for review, when completed. Where feasible, the theoretical grade line of the proposed improvement should be used for laying out the construction contract and for cross-sections. The theoretical grade line should be referenced to the aforementioned base line on the Coordinated Detail Map.

#### C. Vertical Control

Provide highest order vertical control system possible, with ties into the same two monuments of the Nassau County GIS as used for base line control, for topographic work and construction mapping. Benchmarks shall be established and documented within the project limits. They should be located in such a place so that they will not be destroyed by any anticipated construction work. Bench run worksheets shall be submitted to the County for review, when completed.

### D. Base Map

The Base Map shall include all topographic data required for the preparation of detailed contract plans, including, but not limited to the following: horizontal control line and benchmarks as referenced to work described in Tasks B and C; existing elevations obtained by cross sections at a maximum fifty foot stations with additional elevations on driveways, structures, steps, manhole covers, first floors, etc., and any abrupt changes in slope; underground utilities shall be plotted from survey of utility mark out; drain and sewer structures shall be opened to obtain inverts, pipe sizes and brickwork and plotted on profile portion of plan; house connections shall be plotted from information supplied by the respective sewer agency; buildings and other manmade structures and features (earthen berms, golf course tee boxes, hazards and greens) shall be accurately plotted. described (number of stories, type of structure, etc.) and addressed on the plan. Trees having a diameter of six (6) inches and larger shall be depicted on the plan. Topographical data shall be shown on the plans at a scale of one (1) inch equals twenty (20) feet or larger, as directed. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

## E. Detail Map

Prepare a CAD generated coordinated Detail Map to three decimal places, showing all property line data relative to the survey base line, the proposed center line (or theoretical grade line), the existing and proposed right-of-way lines, and all parcels within the project limits. Said parcels shall be completely defined as per deeds, filed maps or other legal descriptions. Parcels too large to fit on the sheet shall be shown completely by a reduced scale inset, with all boundary distances noted. This map shall be to a scale of one (1) inch equals twenty (20) feet, where possible, and shall include field measurements as well as computed values. Liber and Page of the document relating to the most recent ownership shall be shown on this map. Upon acceptance of the Final Detailed Construction Drawings and Specifications, the Consultant shall submit a reproducible copy of the Detail Map which shall indicate field ties in detail for all critical base line stations, as well as coordinates for all property corners involved in acquisition. These coordinates shall indicate existing field points, as well as final theoretical coordinates held. For both the Base Map and Detail Map, existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent). Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

# F. Right-of-Way Maps

1. Prepare a Right-of-Way Acquisition Map on 21 inch by 31-1/2 inch (border to border) standard size sheets showing the fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel to be acquired at a scale of one inch equals twenty feet (1"=20") in accordance with the current standards of the Nassau County Department of Public Works. Changes to this scale require prior County approval.

- 2. Type a description of each parcel to be acquired using the heading shown on the Property Data Form supplied by Nassau County DPW for each such parcel with information effective not more than thirty (30) days prior to the delivery of the said acquisition map to the Commissioner. Descriptions should be delivered to the County on a computer disc.
- 3. Supply on a computer disc, a list for each parcel in "Microsoft Excel" or approved equivalent format, all in accordance with County requirements. The information supplied for each parcel shall include the parcel number, name of owner, address of parcel, section, block, and lot of the parcel, and, if applicable, address of absentee owner.

## G. Design Plans

The firm shall develop an alignment on the Base and Coordinated Detail Map to reflect the conceptual plan developed in the Study Phase that was approved by the commissioner. Drainage system design shall utilize the Rational Formula, using rainfall intensity corresponding to a 10 (ten) year frequency storm. Based upon the above criteria, the Firm shall:

1.Prepare preliminary graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically. Changes to these scales require prior County approval. The graphic layout plans shall be in the current County standard with the vertical profile on the upper ½ of the drawing and the horizontal alignment on the lower ½.

Show on said plans the proposed alignment of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions. Existing line weight and numbers shall be fine (0.30 mm or equivalent) and proposed details shall be bolder (0.50 - 0.80 mm or equivalent).

- 2. Prepare and submit a preliminary estimate of the construction cost of the project at current prices.
- 3. Submit the preliminary plans for approval by the Commissioner.
- 4.Based upon a visual inspection, supplemented by field investigation, considering all aspects of the proposed project the firm will provide a recommended engineering solution.

# H. Soils Investigations and Reports

1. If necessary, and upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, the Firm shall prepare plans, specifications, and estimates of costs for soils investigations and take proposals from at least three boring contractors. Before awarding the boring contract, the Firm shall first obtain the approval of the successful bidder by the Commissioner.

- 2. Determine and stake out in the field the locations and depths at which the borings shall be made, observe the work of the boring contractor and the soils testing agency, analyze the information from these operations, and prepare a report thereon, complete with foundation recommendation.
- 3. This will be considered extra work, and reimbursement for this work shall be in accordance with Exhibit B, Item VI, Part D, Reimbursement and Fees for Special Consultant Services and Extra Work, Task 1.

# K. Load Rating Analysis after Construction of Preferred Alternative

When requested in writing by the Commissioner, the Firm shall provide a "Level One" load rating in the current required NYSDOT standard format.

## L. Preparation of Documentation

When requested in writing by the Commissioner, the Firm shall prepare the documents needed for the project to qualify for Transportation Act funding.

- A. Documents required for "transportation act funding, (examples are Design Report, and Construction Management Plan).
- B. Conversion of design documents from 2009 Standard Specifications and Detail sheets for Civil Engineering and Site Development Construction to New York State Standard Specifications.

# I. Final Detailed Drawings and Specifications

Based upon written approval of the preliminary plans by the Commissioner, the Firm shall:

- 1. Prepare detailed contract plans at a scale of 1"=20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works which originals shall be submitted by the Firm. Said data shall be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format. Changes to this scale require prior County approval.
- 2. Prepare drawings, which shall include all plans, profiles, typical sections, structural details and detailed designs necessary to construct the project, and showing existing grades and proposed profile grades at least at every 50-foot station. Plans shall be prepared with the profile on the top half of the sheet and the plan view on the bottom half, and shall include all information for the particular station interval shown on the plan. Separate sheets for drainage, utility or contours will not be acceptable unless otherwise approved. The detailed design shall address the impact on every adjacent property. If applicable, the soil boring log sheet information gathered under Task H-Soils Investigations and Reports shall be incorporated into the Design Plans.

- 3. Prepare detailed design drawings of each structure and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.
- 4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.
- 5. Prepare a final estimate of construction costs based on current prices for neat quantities.
- 6. Furnish all special specifications and addenda notes required to construct the project in addition to the standard specifications of the Nassau County Department of Public Works as contained in a book entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development" plus current amendments or new versions to same.
- 7. Develop and submit cross-sections for project work, prepared on a 10 x 10 grid cross-section paper, using a vertical scale of 1"=2' and a horizontal scale of 1"=5'. Areas of excavation and fill by classification shall be shown on these sheets. Such cross-sections, although required by the County, shall not be considered to be part of the contract plans. The cross-sections shall be delivered to the County, along with the contract plans, for the County's information and use.

# DIVISION III Services during Construction

# A. General Construction Support

- 1. When requested in writing by the Commissioner, the Firm shall provide general construction support services to include the checking and approving of construction drawings, shop and erection drawings, schedules and other submissions for conformance with the design concept of the project and requirements of the contract documents, bid breakdowns, change order requests, disputed work and any other such items.
- 2. The Firm shall render consulting services in connection with the execution of the work. In the performance of such services, the Firm shall make such visits to the site as may be necessary to resolve any conflicts concerning the design drawings or for the interpretation of the plans and specifications.
- 3. The Firm shall update the final detailed contract plans by preparing new as-built mylar drawings showing all field changes for each construction contract of the project in accordance with the current practice of the Nassau County Department of Public Works. Said data shall also be furnished to the County in a digital format as prescribed in the latest version of the NCGIS Geographic Data Standards, or in a mutually agreeable format.

#### B. Field Inspection Services are not included in this Agreement

# EXHIBIT B Payment Schedule

#### Division I. DESIGN REPORT

Payments shall be made monthly. Payment at the time of submission of the Interim Progress Report shall not exceed 40% of the total anticipated fee for this task. Payment at the time of submission of an acceptable Draft of the Study and Report shall not exceed 80% of the total anticipated fee.

Payment for the Joint Application for Permits as described in Exhibit A, the Firm shall be paid on B. the basis of two point seven five (2.75) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed See paragraph A above.

#### Division II. DESIGN SERVICES

- A. Design Surveys, will be paid as a lump sum fee with a not to exceed fee of <u>Forty Four Thousand</u> one Hundred Sixty dollars and no cents (44,160.00)
- B. For the services described in Exhibit A, Division II, Task B. Horizontal Control, the Firm shall be paid the on the basis of <u>See Paragraph A above</u> per mile of traverse.
- C. For the services described in Exhibit A, Division II, Task C. Vertical Control, the Firm shall be paid on the basis of <u>See Paragraph A above</u> per mile of traverse.
- D. For the securing and plotting of all surveys and topographic data for maps described in Exhibit A, Division II, Task D.- Base Map, the Firm shall be paid on the basis of See Paragraph A above per mile for all work within 200 feet of each side of the base line, applies to above or below water (base line to run through center of culvert). The Firm shall be paid an additional See Paragraph A above per acre for topography more than 200 feet from this base line. The Firm shall be paid an additional See paragraph A above per acre for topography under water over 200 feet from this base line.
- E. For the services described in Exhibit A, Division II, Task E.- Detail Map, the Firm shall be paid on the basis of <u>See Paragraph A above</u> per mile for all work within 200 feet on each side of the baseline. The firm shall be paid an additional <u>See Paragraph A above</u> per mile for all work extending more than 200 feet from each side of the base line.

Payment is to be made upon acceptance of firm's submission of the work. Partial submissions of completed sections of the work may be made.

The Firm agrees to pay its field survey personnel no less than the rates set forth in the current New York State Department of Labor Schedule of Prevailing Wage, as well as any established supplemental rates and benefits. However, with regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use. The multiple shall be understood to include the supplemental rates and benefits.

# F. Right-of-Way Maps

For preparation of Right-of-Way Maps, as described under Exhibit A, Division II, Task F, - Right-of-Way Maps, the Firm shall be paid as follows: The sum of Zero dollars and no cents(\$0.00) for each parcel described, and shown on the Right-of-Way map. A parcel shall be defined as any fee parcel (acquisition), highway easement, slope easement, drainage easement, sewer easement, working easement, release parcel, or excess parcel. There may be more than one of the above described parcels on any individual property. A claim for compensation for services rendered above shall be paid upon completion and acceptance of the prescribed work including the coordinated detail map, the Right-of-Way Acquisition Maps, and the Written Descriptions.

#### G. and I. Design Plans

For design services required under Exhibit A, Division II, Task G, Design Plans, and Task I, Final Detailed Drawings and Specifications (approximate construction cost of \$10,000,000) and the Firm shall receive a basic fee for each construction contract prepared, appropriate for the net construction cost listed as follows:

BASE DESIGN FEE
(% of Net Construction Cost)
6.00%
6.00%
6.50 %
7.00%
8.00%

A straight line interpolation between these points shall apply, and the percent amount shall be rounded off to two decimal places in computing the fee.

The Net Construction Cost shall be the actual total construction cost of the project, exclusive of the fees of the Firm, land acquisition, and/or legal expense. Until said cost of construction is established by the award of a construction contract, the Firm's base design fee shall be based upon the latest approved cost estimate using an approved after "rounding" cost estimate, submitted in accordance with this Agreement. This base design fee shall be used as a basis of computing partial payments to the Firm during the progress of the work. When the actual cost of construction is determined, the total amount paid to the Firm under this subdivision shall be adjusted to such final cost of construction, and any overpayment or underpayment of fees shall be adjusted accordingly.

#### Progress Payments for Design Services

- (1) During the progress of the preliminary plans as per Exhibit A, Division II, Task G, the Firm shall be paid at a rate of two point seven five (2.75) times the direct salaries, in monthly installments up to 40% of the base design fee for the Design Services, as determined by the percentage of work completed shown by the monthly progress report and approved by the Commissioner.
- (2) During the progress of the design for a construction contract as per Exhibit A, Division II, Task G, the Firm shall be paid at a rate of two point seven five (2.75) times the direct salaries, in monthly installments up to an accumulated total of 80% of the base design fee as determined by the percentage of work completed shown by the monthly progress reports and approved by the Commissioner. When the design for a construction contract is submitted to the Commissioner for approval, the Firm shall be paid any additional

sum necessary to bring the payments up to 80% of the base design fee as outlined above.

- (3) When the design for a construction contract has been fully completed and all necessary work has been accepted by the Commissioner, the Firm shall be paid an additional sum equal to 5% of the said base design fee based on the Engineers Estimate at that time.
- (4) When the bids for the construction contract have been received, and upon an award of contract, the Firm shall be paid an additional sum to bring the total fee payments to 90% of the said base design fee which is now based upon the low bid.
- (5) Upon completion of all construction contract work based on the Plans prepared by the Firm and the work accepted by the County, an additional sum to bring the final payment up to 100% of the base design fee based upon the Net Construction Costs.
- (6) It is understood and agreed that at the time the County makes final payment as provided in subdivision (5) above, that final payment shall be based upon the appropriate fee percentage for the net construction cost of the completed construction contract, and shall be equal to the final fee less any prior progress payments. Any variance between the estimated cost of construction upon which the several partial payments will be made and the actual final cost of construction as it appears in the completed contract will be adjusted at that time.
- (7) If an award of contract is not made within two (2) years after the plans and contract documents have been completed and accepted in writing by the Commissioner, the Firm shall be deemed to have earned full payment for the design services based upon a basic fee computed, using an approved neat quantity cost estimate, submitted in accordance with the terms of this Agreement. Acceptance of final payment under this clause shall preclude the Firm from further payment on the basis of an actual construction cost determined after the expiration of such two-year period.
- K. Payment for the Level One Load Rating Analysis as described in Exhibit A, the Firm shall be paid on the basis of <u>Two point Seven zero (2.70)</u> times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed <u>Eight Thousand six Hundred fifty eight dollars and no cents (8,658.00)</u>.
- L. A Payment for the preparation of various documents as described in Exhibit A, the Firm shall be paid on the basis of <u>Two point Seven zero (2.70)</u> times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed <u>Eighteen Thousand</u> one hundred fourth eight dollars and no cents (18.148.00.00).
- L. B Payment for the conversion of contract documents as described in Exhibit A, the Firm shall be paid on the basis of Two point Seven zero (2.70) times the actual salary of the technical personnel engaged in the work. The total cost to the County for said services shall not exceed Four Thousand nine hundred sixty six dollars and no cents (4,966.00.00).

#### Division III. SERVICES DURING CONSTRUCTION

#### A. General Construction Support

1. For its services described in Exhibit A, Division III, Task A- General Construction Support, the Firm shall be paid for at the rate of two point seven five (2.75) times the direct salaries or wages paid to the approved personnel for the actual time engaged in this phase of work. The total cost to the County for said services shall not exceed <u>Fifty-three Thousand eight hundred sixty-eight dollars and no cents (53,868.00)</u>.

Note Thirty Thousand was added by the county as a contingency.

## Inspection Services during Construction are not included in this Agreement

The Firm shall be reimbursed for prior approved, out-of-pocket expenses.

# Item IV, Part D. REIMBURSEMENT AND FEES FOR SPECIAL CONSULTANT SERVICES AND EXTRA WORK

- 1. For its services described in Exhibit A, Division II, Task H- Soils Investigations and Reports, the Firm shall be paid for at the rate of two point seven five (2.75) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work. The total cost to the County for said services shall not exceed Seven Thousand Three Hundred (7.300.00). This is added as a contingency.
- 2. The following services (a through f), upon the written direction of the Commissioner and appropriation and encumbrance of funds for the purpose, shall be paid for at the rate of two point seven five (2.75) times the direct salaries or wages paid to personnel for the actual time engaged in this phase of work. In addition, the Firm shall be reimbursed for prior approved, out-of-pocket expenses incurred.
  - a. For the time expended by technical personnel engaged in the preparation and solicitation of proposals and the administration and supervision of the work of such sub- consultants.
  - b. Additional control survey work required specifically for the preparation of aerial photography exclusive of the work described in Exhibit A Division II, DESIGN SURVEYS.
  - c. The inclusions of traffic electrical control systems, if required in the contract documents, as outlined in Exhibit "A" Task I Co-ordination with Public and Private Utilities.
  - d. For extra drafting or other design expense due to substantial changes ordered by the County, due to no fault of the Firm.
  - e. For additional work not specifically defined herein but which may be required, and has been authorized in writing by the Commissioner.
  - g. For such additional work as directed by the Commissioner including additional studies, State Environmental Quality Review Act report, and other environmental or water quality studies, etc.
  - h. When requested in writing by the Commissioner, the Firm shall prepare the documents needed for the project to qualify for Transportation Act funding.
    - Documents required for "transportation act funding, (examples are Design Report, and Construction Management Plan).
    - Conversion of design documents from 2009 Standard Specifications and Detail sheets for Civil Engineering and Site Development Construction to New York State Standard Specifications.

#### Item IV Part E. SUBCONTRACTOR COSTS AND SUBCONSULTANT CHARGES

The Firm shall be further reimbursed for the actual out-of-pocket expenses for sub-consultants and

subcontractors when authorized in writing by the Commissioner.

#### Item IV Part F. OUT-OF-POCKET EXPENSES

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

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

#### G. PAYMENTS TO THE FIRM

a. With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

At no time shall the salary times multiple exceed one hundred and sixty-five dollars (\$165.00) per hour for any employee or principal while engaged in a technical service.

- b. The Firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The written approval of the Commissioner is required. If the Firm hires new employees to work on this project, such employees' names, their titles and proposed salaries, must receive prior written approval from the Commissioner.
- c. Claims for services performed shall be submitted monthly accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.

# 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 antidiscrimination 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, upgrading's, 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, upgrading's, 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 Sub-consultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Sub-consultants 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 Sub-consultants so that, to the greatest extent feasible, all Sub-consultants will be approved prior to commencement of work. Any additions or changes to the list of Sub-consultants 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 Sub-consultant 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 Sub-consultant 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.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the 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 Sub-consultant 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 Sub-consultants 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 Sub-consultant 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 Sub-consultants 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 Sub-consultant.

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 Sub-consultants. 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 Sub-consultants 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 Sub-consultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Sub-consultants 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 Sub-consultants 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 "Sub-consultant" 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. Sub-consultant 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. Sub-consultant 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 Sub-consultants 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.

# RFP APPENDIX "H"

#### APPENDIX "L"

# Certificate of Compliance

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

325 West Main Street, Babylon, NY 11702	(Address)
(631) 587-5060	(Telephone Number
Contractor agrees to either (1) comply with the required Law or (2) as applicable, obtain a waiver of the required Law. In the event that the contractor does not contract a waiver of the requirements of the Law, and such Department that at the time of execution of this agrald receive such waiver based on the Law and Rule to terminate the contract without imposing costs or	uirements of the Law pursuant to section inply with the requirements of the Law of contractor establishes to the satisfaction element, it had a reasonable certainty that is pertaining to waivers, the County will
past five years, Contractor X has has not y to have violated federal, state, or local laws regulations, or occupational safety and health. If a violation be below:	ting payment of wages or benefits, labo
y to have violated federal, state, or local laws regula ons, or occupational safety and health. If a violation be below:	ting payment of wages or benefits, labo
y to have violated federal, state, or local laws regula ons, or occupational safety and health. If a violation be below:	ting payment of wages or benefits, labo
y to have violated federal, state, or local laws regula ons, or occupational safety and health. If a violation be below:	ting payment of wages or benefits, labo
y to have violated federal, state, or local laws regula ons, or occupational safety and health. If a violation be below:	ting payment of wages or benefits, labo
y to have violated federal, state, or local laws regula ons, or occupational safety and health. If a violation be below:	ting payment of wages or benefits, labo

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

4.	In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:
	Please see attached.
true, co	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.  y certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is prect and complete. Any statement or representation made herein shall be accurate and true as of estated below.
06/01	
Dated	Signature of Chief Executive Officer Executive Vice President/Branch Manager
	M. Denise Carter, P.E.
	Name of <del>Chief Executive Officer</del> Executive Vice President/Branch Manager
	Executive vice Presidenty Branch Planager
Sworn	to before me this
1st	_ day ofJune, 20_17 . TRACY LOBDELL
V	Notary Public, State of New York  Qualified In Suffolk County  No. 01L06342670
Notar	My Commission Expires May 23, 20

GREENMAN-PEDERSEN, INC. EIN# 11-2537074

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS CERTIFICATE OF COMPLAINCE

Question 3

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

Prepared: May 25, 2017

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

Question 4

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

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

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

EIN: 11-2537074

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

#### Federal Funding:

- 1) Adams, et al. v. Town of Montague, et al., United States District Court for the District of Massachusetts. This action arose from a MassDOT project to widen Hatchery Road which runs through Plaintiffs' farm over a municipal right of way. Plaintiff's claimed appropriation of their property connected to the project. Case was dismissed without prejudice on March 23, 2015.
- 2) Commonwealth of Massachusetts and Massachusetts Turnpike Authority v. Greenman-Pedersen, Inc., et al., Superior Court Commonwealth of Massachusetts. Massachusetts Turnpike Authority/ Commonwealth of Massachusetts initiated a claim for cost recovery for the CA/T Project ("Big Dig") against the Construction Manager and 24 other Section Design Consultants. On or about January 30, 2008, the matter settled pursuant to a confidential settlement agreement which provides that the settlement cannot be construed as an admission of any kind. The underlying suit was dismissed with prejudice on February 6, 2008.
- 3) <u>Ewell W. Finley, P.C. v. Greenman-Pedersen, Inc.</u>, New York State Supreme Court, Suffolk County. This was a breach of contract action by a GPI subconsultant on a NYSDOT project. The nature of the breach alleged was unclear due to sparsely pled allegations. This action was dismissed with prejudice by stipulation on October 15, 2012 and settled October 25, 2012.
- 4) <u>Lake Champlain Bridge:</u> NYSDOT's claim dated November 7, 2013, for malfunctioning bridge lighting provided and installed by Flatiron Constructors' Inc. or its subcontractor Gomez Electric and allegedly inspected by GPI. In February, 2015, this matter settled pursuant to a confidential settlement agreement without any admission of liability or any error or omission.
- 5) Claim by Rail Road Construction, Corp. ("RCC") with respect to GPI's contract with New Jersey Department of Transportation: RCC filed a claim against NJDOT for a truck weigh station and roadway project. Portions of RCC's claim against NJDOT on the construction contract, to which GPI was not a party, alleged that certain design errors contributed to damages incurred by RCC. In December, 2009, matter settled pursuant to a confidential settlement agreement which provides that the settlement cannot be construed as an admission of liability.
- 6) Girard Point Bridge: described in response to Question 12 of the Business History Form.
- 7) Berkeley Township Sewerage Authority ("BTSA") v. State of New Jersey, Department of Transportation, et al., [third-party caption omitted] Superior Court of New Jersey, Law Division, Ocean County. Third party action by NJDOT against GPI and other third-party defendants based on an underlying action against NJDOT by the BTSA for damage to its sewer pipes. NJDOT's motion for partial summary judgment was granted March 17, 2017. However, plaintiff's claims against NJDOT for breach of contract and breach of express warranty remain. On April 28, 2017, NJDOT agreed to discontinue its claims for contribution and common law indemnification against

EIN: 11-2537074

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

#### State Funding:

- 8) Bergen County Juvenile Justice Campus Project: Bergen County's claim for failure of a re-test of the smoke evacuation system on December 6, 2012. GPI provided Mechanical System design services as subconsultant to Ronald Schmidt & Associates, PA. GPI was advised on January 7, 2013, that this matter was resolved. GPI made no payment on the claim.
- 9) <u>Creamer-Sanzari</u>, a <u>Joint Venture</u>, v. <u>State of New Jersey</u>, <u>Department of Transportation</u> [third-party caption omitted], Superior Court of New Jersey, Law Division, Bergen County. This action arose out of delays on NJDOT's Route 120 Paterson Plank Road Project due to the relocation of utilities. Third Party Complaint alleged indemnification and contribution. Matter settled on June 15, 2015. A stipulation of dismissal was filed on November 12, 2015.
- 10) <u>Boston and Maine Corporation vs. The Town of Montague, et al.</u>, Middlesex Superior Court, Commonwealth of Massachusetts. Plaintiff claimed property damage as a result of geotechnical test borings done on or near its property. Matter settled at mediation in or about November, 2011.
- 11) Manchester High School: New Jersey Schools Development Authority claimed against Hillier International Inc. and GPI to recover a payment made in settlement of a substantial change order claim against it by the general contractor in or about 2006. GPI served as a sub-consultant to Hillier. Matter settled pursuant to a confidential settlement agreement in 2012, which expressly stated that the settlement cannot be construed as an admission of liability.
- 12) Cello LLC v. City of Saratoga Springs, et al, New York State Supreme Court Saratoga County. Cello, LLC operates a restaurant adjacent to Ballston Avenue. Cello, LLC alleges that the defendants "failed to timely and properly give notice of the impending closure of Ballston Avenue . . . and that the [alleged] negligent acts resulted in loss of profits and reputation". Matter recently settled and settlement documents are being finalized. Matter is the subject of GL insurance defense and coverage.

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

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

### REQUEST TO INITIATE

RTI Number 17-0127

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

PART I: Approval by the Deputy	County Execut	ive for Operation RFBC	ons must be obtained prior to <u>ANY</u> land In-House or Require	RFQ/RFP/RFBC ments Work Order
Project Title:Merric	k Road over N	Iilburn Creek	Bridge Rehabilitation (FED) PIN	N (0761.37) BIN 330020-0 H63029-10D_
Department: Public Works P	roject Manage	r:Donna Be	pyleDe	te:10-April-17
Service Requested:Design	Services			
Justification: In order to meet engineering staffing is needed	the requested to prepare the	imeline to bid Construction o	and construct this phase in the relocuments.	equested time peroid an increase in
Requested by:Civil/Site De	sign	· · · · · · · · · · · · · · · · · · ·		Department/Agency/Office
		sign/Construc		,052,700.00
Total Project Cost:+/- \$ 5,20 Includes, design, construction and CM	63,300.00	Date Star Phase	rt Work: April 2017 being requested	Duration: 8 months Phase being requested
Capital Funding Approval:	40.	° Д — 4	SIGNATURE	DATE
Funding Allocation (Capital Pr See Attached Sheet if multiyear	oject):(	<u> 2302</u>	<u> </u>	
NIFS Entered : SIGNATURE	The state of the s		AIM Entered: SIGNATU	anna Funk 5-11-1
Funding Code: 6802 (use this on all en	1-00°		Timeshect Code: use	this on timesheets
92634 8	mental Assess nental Enviror	ment Form Re mental Docur	equired [] nentation	
Department Head Approval:		A NO C	Re	STOPP TOPS
DCE/Ops Approval:	YES [	I NO CI		SIGNATURE SINT
PART II: To be submitted to Chie	f Deputy Count	y Executive afte	r Qualifications/Proposals/Contrac	ts are received from Responding vendors.
Vender		Quote	Comment	See Attached Sheet
2.	Norman and the second s			
3.				
4.	And the second s			· ·
DCE/Ops Approval:		VO	Signature	

Version January 2014

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

TO:

Office of the County Executive

Att:

Richard R. Walker, Chief Deputy County Executive

FROM:

Department of Public Works

DATE:

July 26, 2017

SUBJECT:

Recommendation to Engage Consultant Services

Merrick Road over Milburn Creek Bridge Rehabilitation

Agreement Number H6302910D PIN 0761.37 BIN 330020-0

The County desires to improve the Merrick Road over Milburn Creek Bridge, BIN 330020-0 between the Inc. Villages of Freeport and Baldwin. The structure has deficient elements and the County has succeeded in obtaining federal reimbursement to address its problems. We had expected to receive more than one to three (1-3) proposals, however we only received three (3) proposals. There were sixty-one (61) bidders who were solicited.

Given our present workload and our limited staffing, the department does not have the capacity to provide the engineering services required to complete this improvement. We recommend that a consulting engineering firm be retained to develop a design report, complete the survey and design plans relative to this improvement.

In accordance with County Executive Order Number 1-1993 and the Board of Supervisor's Resolution 928-1993, we have evaluated proposals from three (3) engineering firms who submitted qualifications to be chosen for this work. The review team of Kenneth G. Arnold, P.E., Assistant to Commissioner, Rakhal Maitra, P.E., Deputy Commissioner and Donna Boyle, P.E. Civil Engineer III conducted the consultant evaluations. At the completion of the review, the following technical rankings were established:

FIRM <u>NAME</u>		H. TECH. <u>IK RANKING</u>	COST PROPOSAL w/ DESIGN CONTINGENCY	
GPI	1	89.33	*\$374,694.00	
LKB	2	84	\$340,000.00	
LiRo	3	74	\$428,960.00	

<sup>\*</sup>Original cost was reduced by 4.98%

Both the above costs of GPI and LKB were revised from each firm's original submission.

GPI was requested to submit a "best and final price" This negotiation resulted in the firm reducing their cost by \$19,633.00.



Office the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

July 26 2017

Page 2

Subject: Recommendation to Engage Consultant Services

Merrick Road over Milburn Creek Bridge Rehabilitation-Agreement Number H6302910D

PIN 0761.37 BIN 330020-0

• The cost proposal originally submitted by LKB was adjusted to reflect the costs of a bridge rehabilitation as opposed to a bridge reconstruction job that was initially proposed by LKB. Their original cost was \$205,200.00. After including the cost to design a bridge rehabilitation, their cost proposal increased by \$134,800.00. This additional cost brought their total to the above \$340,000.00.

- LiRo received the lowest technical ranking and had the highest cost proposal so no further negotiations were done.
- No firms proposal included services during construction.

Since the firm of GPI has the staff, skill, and expertise, as well as previous experience on bridge structures demonstrating the required technical experience, familiarity, and understanding that is needed to successfully design this project, it is the Department's recommendation that they be retained for this assignment. The total cost of \$374,694.00 is considered the best value for the County, as well as fair and reasonable for the professional services to be rendered. Funding for said services is available under Capital Project Number 63029. This bridge rehabilitation project is on the TIP and must advance in accordance with the approved schedule so the County remains eligible for the reimbursement of this funding. Funding for this bridge rehabilitation was awarded through the 2016 Bridge NY Program and must remain on the schedule outlined in the Bridge NY Program or the County will not be reimbursed. Work for this project must begin on September 1, 2017, in order to stay on schedule and so Nassau county can receive reimbursement for the project.

Shila Shah-Gavnoudias Commissioner

SSG:RM:KGA:pl

3!

Kenneth G. Arnold, Assistant to Commissioner Rakhal Maitra, Deputy Commissioner Donna Boyle, Civil Engineer III Devin Velasquez, Civil Engineer I

APPROVED:

DISAPPROVED:

Richard R. Walker

Chief Deputy County Executive

Richard R. Walker

Date

Chief Deputy County Executive

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

TO:

Civil Service Employees Association, Nassau Local 830

Att: Ronald Gurrieri, Executive Vice President

FROM:

Department of Public Works

DATE:

March 16, 2017

SUBJECT:

CSEA Notification of a Proposed DPW Contract Proposed Contract/Agreement No. H63029-10D Project No. H6302910D (fed), PIN 0761,37

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

- DPW plans to recommend a design services agreement for the following services:
  Inspect the Merrick Road Bridge (fed) over the Milburn Creek and update current design plans for the bridge as necessary as well as convert county standard specifications for the project into New York State Department of Transportation (NYSDOT) standard specifications.
- 2. The work involves the following:

  Design of Merrick Road Bridge over Milburn Creek Culvert Development of a complete package of bid documents including detailed design plans, an estimate and any non-standard specifications required.
- 3. An estimate of the cost is: \$1,000,000,000.
- 4. An estimate of the duration is: Eight (8) months.

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

Kenneth G. Arnold

Assistant to Commissioner

m/lld

#### KGA:RM:WSN:ac

c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Robert Bedford, Office of the County Attorney
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Diane Pyne, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II





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

TO:

Devin Velasquez, Civil Engineer I

FROM:

Office of the Commissioner

DATE:

March 22, 2017

SUBJECT:

CSEA Sub-Contracting Approval

C17-031 - H6302910D (Fed)

Design Merrick Road Bridge over Milburn Creek Culvert

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as C17-031.

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

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

Kenneth G. Arnold

Assistant to Commissioner

KGA:las

c:

Rakhal Maitra, Deputy Commissioner Donna Boyle, Civil Engineer III Loretta Dionisio, Hydrogeologist II Jonathan Lesman, Management Analyst II



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

M. Denise Carter, P.E., Executive Vice President/Branch Manager	05/22/17
Name and Title of Authorized Representative	m/d/yy
	••
	05/22/17
Signature	Date
Greenman-Pedersen, Inc.	
Name of Organization	Herrican annual de la company de la comp
325 West Main Street, Babylon, NY 11702	
Address of Organization	And the state of t
γ	



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/26/2017

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(les) 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).

certificate holder in lieu of such e	ndorsement(s).			_
PRODUCER		NAME: KARL HUCKE		
PG Genatt Group LLC 3333 NEW HYDE PARK RD		PHONE (A/C. Ng. Ext):516-869-8788	FAX (A/C, No):1-516-7	706-2973
SUITE 409		E-MAIL ADDRESS:khucke@genattgrp.com		
NEW HYDE PARK NY 11042		INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A :Liberty Insurance Corp		42404
INSURED	GREENMAN	INSURER B AGCS Marine Insurance Company	y	22837
Greenman Pedersen, Inc. 325 West Main Street (Babylon, NY) Babylon NY 11702		INSURER C: Ironshore Indemnity Inc		23647
	1)	INSURER D :Starr Indemnity & Liability Co		38318
		INSURER E :		
		INSURER F:		
COVERAGES	<b>CERTIFICATE NUMBER: 775091584</b>	REVISION NU		
THIS IS TO CERTIFY THAT THE POL	ICIES OF INSURANCE LISTED BELOW HA	IVE BEEN ISSUED TO THE INSURED NAMED ABOV	VE FOR THE POL	ICY 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, LIMIT'S SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP TYPE OF INSURANCE LIMITS POLICY NUMBER GENERAL LIABILITY 1000025533161 12/31/2016 12/31/2017 EACH OCCURRENCE DAMAGE TO RENTED \$1,000,000 COMMERCIAL GENERAL LIABILITY \$300,000 PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR MED EXP (Any one perso \$10,000 Χ Contractual Liab PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$2,000,000 POLICY X PRO-Х Loc \$ COMBINED SINGLE LIMIT (Es eccident) Ď AUTOMOBILE LIABILITY 12/31/2016 1000198639161 12/31/2017 \$1,000,000 ANY AUTO BODILY INJURY (Per person) 8CHEDULED AUTOS NON-OWNED AUTOS ALL OWNED AUTOS BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) Х HIRED AUTOS \$ X UMBRELLA LIAB ĺΧ TH7611260851026 12/31/2016 12/31/2017 OCCUR EACH OCCURRENCE \$10,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$10,000,000 DED X RETENTION \$10,000

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

N/A

1000002543

1000002541

MX193055344

001546102

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

12/31/2016

12/91/2016

12/31/2016 6/30/2016 12/31/2017

12/31/2017

12/31/2017 6/30/2018 WC STATU-TORY LIMITS

E.L. EACH ACCIDENT

Valuable Papers. Each Claim

Aggregate

E.L. DISEASE - POLICY LIMIT

E.L. DISEASE - EA EMPLOYEE \$1,000,000

\$1,000,000

\$1,000,000

\$500,000 \$5,000,000 \$10,000,000

RE: BAB-2017024.00 - H63029-10D PIN (0761.37) BIN 33002-0 Merrick Rd over Milburn Creek Bridge Rehabilitation

County of Nassau is included as additional insured as required by written contract, Additional Insured Status Encompasses General Liability, See Attached...

CERTIFICATE HOLDER	CANCELLATION 30 day notice applies	
County of Nassau 1550 Franklin Avenue · Mineola NY 11601	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	

WORKERS COMPENSATION

AND EMPLOYERS' LIABILITY

Property Professional Liability

8 C ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)

If yes, describe under DESCRIPTION OF OPERATIONS below

LOC#:



# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY PG Genatt Group LLC		NAMED INSURED Greenman Pedersen, Inc.
POLICY NUMBER		- 325 West Main Street (Babylon, NY) Babylon NY 11.702
CARRIER	NAIC CODE	EFFECTIVE DAYE:
ADDITIONAL REMARKS		

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Automobile & Umbrelia Coverage as required by written contract. Primary Insurance Status Encompasses General Liability, Automobile & Umbrella Coverage on a Primary and Non-Contributory Basis. Waiver of Subrogation Status Encompasses General Liability, Automobile, Umbrella and Workers Compensation Coverage as required by written contract.



July 17, 2017

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

Attention: Donna Boyle, P.E.

RE: Request for Proposals for Professional Engineering Consultant Services for

Merrick Road over Milburn Creek Bridge Rehabilitation PIN (0761.37) BIN 330020-0 RFP No. PW-H63029-10D

Dear Commissioner Shah-Gavnoudias:

Greenman-Pedersen, Inc. (GPI) is pleased to learn that our team's Technical Proposal to provide engineering consultant services for the Merrick Road over Milburn Creek Bridge Rehabilitation for the Nassau County Department of Public Works (NCDPW) was rated highly in your proposal evaluations. We have assembled a diverse and capable team of professionals who have experience in all the required areas of this contract. The GPI team includes subconsultants Gayron de Bruin Land Surveying and Engineering, PC, a NYS-certified WBE, and Hayduk Engineering, LLC, a certified SDVOB. As stated in our proposal, GPI is committed to achieving the goals set forth by Local Laws 14-2002 and 2-2016 to Include opportunities for these highly qualified firms.

We have taken another look at our cost proposal and have provided herewith an adjusted Cost Porposal Sheet that represents our best and final offer. We trust this meets with your approval and would be happy to meet with you to discuss the proposal further if necessary.

In summary, we firmly believe that the GPI team provides all the necessary requisites of knowledge, experience, and logistics to serve as consultant to Nassau County on this important project. We are committed to meeting the required goals for the project and believe that this proposal offers the best value to the County. Thank you for your consideration.

Sincerely.

GPI | Greenman-Pedersen, Inc.

M. Denise Carter, PE

Executive Vice President/Branch Manager