



E-66-20

**NIFS ID:CQPW20000001 Department: Public Works**

**Capital:**

SERVICE: FED AID-T62000-06E PIN 0760.60 TMC Personnel Phase III

Contract ID #:CQPW20000001

NIFS Entry Date: 13-JAN-20

Term: from 01-JAN-20 to 31-DEC-22

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

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

<b>Vendor Info:</b>	
Name: <b>Greenman Pedersen, Inc</b>	Vendor ID#: [REDACTED]
Address: 325 West Main Street Babylon, NY 11702	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Jeff Lindgren
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590 Phone: 516-571-6998

**Routing Slip**

Department	NIFS Entry: X	15-JAN-20 -- EKOBEL
Department	NIFS Approval: X	15-JAN-20 -- RDALLEVA
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	17-JAN-20 -- CNOLAN
OMB	NIFS Approval: X	15-JAN-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	15-JAN-20 -- AAMATO
County Atty.	Approval to Form: X	16-JAN-20 -- NSARANDIS
CPO	Approval: X	02-APR-20 -- KOHAGENCE

<b>DCEC</b>	<b>Approval: X</b>	<b>03-APR-20 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>03-APR-20 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>21-APR-20 -- GCASTILLO</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> This agreement will provide operations personnel for the 24/7 operation of the County's Traffic Management Center in Westbury. The vendor shall provide four full time personnel dedicated to the Center, including three TMC operators and one supervisor. They will be tasked with monitoring traffic incident management cameras, traffic speed maps, and traffic signal status displays. They are also tasked with providing inter-agency coordination of planned or unplanned traffic related incidents and vehicle congestion by providing information for roadside electronic message signs, among other responsibilities. FEDERAL AID job PIN 0760.60.
<b>Method of Procurement:</b> A Request For Proposals (RFP) was advertised in Newsday on 4/5/19, 4/12/19, 4/19/19 & 4/26/19. It was also advertised in New York State Contract Reporter and Nassau County's eProcure from 4/5/19 through 5/3/19.
<b>Procurement History:</b> Two firms submitted proposals. Both proposals were reviewed and ranked by a Public Works review committee. Greenman Pedersen was determined to be the best value to the County.
<b>Description of General Provisions:</b> This is a personal services agreement to provide personnel for the day-to-day operation of the County's Traffic Management Center in Westbury.
<b>Impact on Funding / Price Analysis:</b> The costs associated with this contract have been budgeted in the Public Works Operating Fund. The maximum amount is \$3,515,682.00. The entire 3 year contract is 80% reimbursable with Federal Funding resulting in a \$703,136.40 expense to the County.
<b>Change in Contract from Prior Procurement:</b> NA
<b>Recommendation: (approve as submitted)</b> Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		1	PWGEN0154/DE55	\$ 901,457.00
Control:	01	Contract:			4	\$ 0.00
Resp:	0154	County	\$ 901,457.00			\$ 0.00
Object:	DE554	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 901,457.00		TOTAL	\$ 901,457.00
% Increase						
% Decrease						



RULES RESOLUTION NO.    – 2020

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

WHEREAS, the County has negotiated a personal services agreement with Greenman-Pederson, Inc. in connection with Traffic Management Center Operations for the TMC Facility, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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



Nassau County Interim Finance Authority

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

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

2. **Dollar amount requiring NIFA approval:** \$3515682

**Amount to be encumbered:** \$901457

This is a New

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

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

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

3. **Contract Term: 3 years**

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

If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 80

State % 0

County % 20

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

This agreement will provide operations personnel for the 24/7 operation of the County's Traffic Management Center in Westbury.

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

**Date of approval(s) and citation to the resolution where approval for this item was provided:**

7. **Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount

## **AUTHORIZATION**

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN

17-JAN-20

**Authenticated User**

**Date**

## **COMPTROLLER'S OFFICE**

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## **NIFA**

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

Jack Schnirman  
Comptroller



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

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

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

CONTRACTOR NAME: Greenman-Pedersen, Inc

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

FEDERAL TAX ID #: 11-2537074

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

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

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

The Contract was entered into after a written request for proposals was issued on April 5, 2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, Contract Reporter [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on May 3, 2019 [date]. Two [state #] proposals were received and evaluated. The evaluation committee consisted of: Harold Lutz, Director of Traffic Engineering, Chris Paggi, Deputy Director of Traffic Engineering, Mike Hagan, Traffic Engineer III, Jeff Lindgren, Traffic Engineer II

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

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

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

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

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

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

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

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

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

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

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

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

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

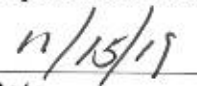
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

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

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

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

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

  
\_\_\_\_\_  
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Curran for Nassau, Friends of Laura Curran and Friends of Ed Mangano.

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

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

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

Electronically signed and certified at the date and time indicated by:  
M. Denise Carter, PE [DCARTER@GPINET.COM]

Dated: 10/16/2019 01:07:49 PM

Vendor: Greenman-Pedersen, Inc.

Title: Executive Vice President/Branch Manager



## COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None.

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

None.

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

None.

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

None.

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

None.

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

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

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

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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
M. Denise Carter, PE [DCARTER@GPINET.COM]

Dated: 10/16/2019 01:08:52 PM

Vendor: Greenman-Pedersen, Inc.

Title: Executive Vice President/Branch Manager

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Christer Ericsson, PE  
Date of birth: [REDACTED]  
[REDACTED]  
[REDACTED]  
Business Address: 325 Main Street  
City: Babylon State/Province/Terr.: NY Zip/Postal: 11702 Country: US  
Telephone: (631) 587-5060  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Terr.: \_\_\_\_\_ Zip/Postal: \_\_\_\_\_ Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  

President	<u>04/13/2018</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>04/13/2018</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>09/01/2001</u>		
(Other)			
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_
5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_

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

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

a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other

type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

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

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

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

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

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

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

**CERTIFICATION**

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

Greenman-Pedersen, Inc.

Name of submitting business

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

Christer Ericsson, PE [CERICSSON@GPINET.COM]

President/CEO

Title

10/16/2019 10:16:13 AM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael J. Buoncore, CPA, CDA  
Date of birth: [REDACTED]  
[REDACTED]  
[REDACTED]  
Business Address: 325 West Main Street  
City: Babylon State/Province/Terr.: NY Zip/Postal: 11702 Country: US  
Telephone: (631) 587-5060  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Terr.: \_\_\_\_\_ Zip/Postal: \_\_\_\_\_ Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
List of other addresses and telephone numbers attached

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

President	_____	Treasurer	<u>10/01/1994</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>10/01/1994</u>
Chief Financial Officer	<u>10/01/1994</u>	Partner	_____
Vice President	<u>10/01/1994</u>		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Within the past three years, Mr. Buoncore has been a principal owner or officer of the following businesses:  
Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950 and GPI Laboratories, Inc. (FKA Corrosion Control Consultants & Labs, Inc.), 4403 Danker Court S. E., Kentwood, MI 49512.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

- a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Greenman-Pedersen, Inc.

Name of submitting business

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

Michael J. Buoncore [MBUONCORE@GPINET.COM]

Chief Financial Officer/Treasurer/Secretary

Title

10/16/2019 09:48:51 AM

Date

## Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/23/2019

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

2) Address of Place of Business: 325 West Main Street

City: Babylon State: NY Zip Code: 11702

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

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

\_\_\_\_\_

4) Dun and Bradstreet number: 065935132

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

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

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

YES ☒ NO ☐ If yes, please provide details:

Please see attached

2 File(s) Uploaded

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

YES ☒ NO ☐ If yes, please provide details:

Please see attached

2 File(s) Uploaded

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

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any

other government entity terminated?

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

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

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

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

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

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

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

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.

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

10/11/1966

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

As of October 1, 2006, 100% of Greenman-Pedersen, Inc. stock is owned by Greenman-Pedersen, Inc. Employee Stock Ownership Trust (ESOT). Please see attached letter from our CFO.

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

2 File(s) Uploaded

- iii) Name, address and position of all officers and directors of the company. If none, explain.

*No officers and directors from this company have been attached.*

4 File(s) Uploaded

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

1532

- vi) Annual revenue of firm;

276495356

- vii) Summary of relevant accomplishments

Please see attached

3 File(s) Uploaded

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

1 File(s) Uploaded

- B. Indicate number of years in business.

53

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

and reliability to perform these services.

GPI has been in business for over 50 years and has consistently been ranked as one of the largest engineering companies on Long Island. We are an ENR Top 100 nationwide firm featuring multi-discipline services to DOT's, Agencies, Authorities and municipalities throughout the eastern US.

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

Company	Nassau County Department of Public Works		
Contact Person	Ken Arnold, Commissioner		
Address	1194 Prospect Avenue		
City	Westbury	State	NY
Telephone	(516) 571-9607		
Fax #	(516) 571-9657		
E-Mail Address	karnold@nassaucountyny.gov		

Company	Suffolk County Department of Public Works		
Contact Person	William Hillman, P.E., Chief Engineer of Hwys, Structures & Waterways		
Address	335 Yaphank Avenue		
City	Yaphank	State	NY
Telephone	(631) 852-4002		
Fax #	(631) 852-4150		
E-Mail Address	william.hillman@suffolkcountyny.gov		

Company	New York State Department of Transportation, Region 10		
Contact Person	Ken Murphy, PE, Regional Design Engineer		
Address	State Office Building, Room 5A3/5A4 , 250 Veterans Memorial Highway		
City	Hauppauge	State	NY
Telephone	(631) 952-6654		
Fax #	(631) 952-6936		
E-Mail Address	ken.murphy@dot.ny.gov		

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

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

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Name of submitting business: Greenman-Pedersen, Inc.

Electronically signed and certified at the date and time indicated by:  
M. Denise Carter, PE [DCARTER@GPINET.COM]

Executive Vice President / Branch Manager  
Title

10/28/2019 03:53:28 PM  
Date

Nassau County Business History Form

**Question 7:**

Does Contractor share office space, staff, equipment or expenses with any other entities? **YES**

FEIN	Firm Name Address	Item(s) Shared		
		Space	Staff	Equipment
45-0535502	<b>GPI Geospatial</b> <i>FKA Aerial Cartographies of America, Inc.</i> 423 South Keller Road, Suite 300 Orlando, FL 32810	X	X	X
32-0363167	<b>GPI Michigan Inc.</b> 4403 Donker Court SE Kentwood, MI 49512	X	X	X
80-0316965	<b>Keller &amp; Kirkpatrick, Inc.</b> 301 Gibraltar Drive, Suite 2A Morris Plains, New Jersey 07950	X	X	X
38-2563749	<b>GPI Laboratories, Inc.</b> <i>FKA Corrosion Control Consultants and Labs, Inc.</i> 4403 Donker Court SE Kentwood, MI 49512	X	X	X
35-2221195	<b>GPI Engineering, Landscape Architecture and Surveying, LLP</b> 325 West Main Street Babylon, New York 11702	X	X	X
59-2405375	<b>Underwater Engineering Services, Inc.</b> 3306 Enterprise Road Fort Pierce, FL 34982	X	X	X
54-1494827	<b>S3E, Inc.</b> 8001 Braddock Road Springfield, VA 22151	X	X	X
02-0452792	<b>MHF Design Consultants, Inc.</b> 44 Stiles Road #1 Salem, NH 03079	X	X	X

**Nassau County Business History Form**

**Question 8:**

Does this business control one or more other businesses? YES

**Subsidiaries:**

FEIN	Firm Name Address	Phone	Fax	Dates From - To
45-0535502	<b>GPI Geospatial</b> <i>FKA Aerial Cartographies of America, Inc.</i> 423 South Keller Road, Suite 300 Orlando, FL 32810	407-851-7880	407-855-8250	1/1/2018 to Present
32-0363167	<b>GPI Michigan Inc.</b> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	616-940-8139	12/23/2011 to Present
80-0316965	<b>Keller &amp; Kirkpatrick, Inc.</b> 301 Gibraltar Drive, Suite 2A Morris Plains, New Jersey 07950	973-377-8500	973-887-0925	01/01/2009 to Present
38-2563749	<b>GPI Laboratories, Inc.</b> <i>FKA Corrosion Control Consultants and Labs, Inc.</i> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	616-940-8139	06/01/2006 to Present
54-1494827	<b>S3E Engineers, Inc.</b> 8001 Braddock Road Springfield, VA 22151	703-978-0100	703-978-6038	08/31/2018 to Present
02-0452792	<b>MHF Design Consultants, Inc.</b> 44 Stiles Road #1 Salem, NH 03079	603-893-0720	603-893-0733	07/1/2019 to Present

January 3, 2019

To Whom It May Concern:

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 ("ESOT"), as a result of a Stock Redemption Agreement by and between Greenman-Pedersen, Inc. and all of its shareholders, except for the ESOT (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 ESOT, in conjunction with the Greenman-Pedersen, Inc. Employee Stock Ownership Plan ("ESOP"), hereinafter collectively referred to as the "Plan", qualifies as a stock bonus plan under Section 401 (A) and an employee stock ownership plan under Section 4975(e)(7) of the Internal Revenue Code of 1986, as amended.

The Plan is currently represented and managed by:

**Capital Trustees, LLC**

17. S. Second Street, Suite 301

Harrisburg, PA 17101

(717) 919-5172

Richard A. Heeter, Managing Director

The Trustee is responsible for maximizing the benefit of the Plan's beneficiaries, which includes proper investment strategy and the equitable fairness of the Plan. The Plan's intent is to recognize the efforts of GPI's employees to sustain the success of the Company. Lastly, Federal regulations require that the Plan's primary investments must be in employer securities (company stock). The Plan is in compliance with all pertinent regulations.

Annual contributions to the Plan are determined by the Company's Board of Directors and may be made in the form of Company stock and/ or cash. The stock portion of the contribution is issued out of Treasury. Simultaneous to this determination, all contributions are allocated to each qualified employee based on two criteria: 1) the employee's years of service compared to total years of service of all eligible employees and, 2) employee's compensation compared to the total compensation of all eligible employees. Any employer securities shown in an employee's account does not infer actual ownership in the Company by that employee, but rather the rights that the employee has, as a beneficiary, to the economic value that those shares represent.

I hope that this brief explanation outlines the nature of the Plan's ownership in GPI.

Very truly yours,

**GREENMAN-PEDERSEN, INC.**



Michael J. Buoncore

Executive Vice President / CFO

EIN: 11-2537074

## Nassau County Business History Form

**Question A III iii):**

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

Name	Residence Address Business Address
<b>Christer Ericsson, PE</b> CEO/President	<div data-bbox="662 520 1052 558"></div> 21 Daniel Street, 2 <sup>nd</sup> Floor, Portsmouth, NH 03801
<b>Michael Buoncore, CPA, CDA</b> Chief Financial Officer Secretary and Treasurer	<div data-bbox="662 600 1138 638"></div> 325 W. Main Street, Babylon, NY 11702

**Greenman-Pedersen, Inc.**  
**List of Relevant Traffic Projects**

<b>SUMMARY OF RELEVANT ACCOMPLISHMENTS</b>				
<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
<b>1. TMC Operations Personnel Phase 2, Westbury, NY.</b> This project provides full-time operations personnel to staff the County's Traffic Management Center (TMC) facility in Westbury, NY on a 24 hour per day, 7 day per week basis.	Nassau County Dept. of Public Works Westbury, NY	\$1,041,144 fee	Est: 2020	Progressing on time/budget
<b>2. Traffic Management Center Operations Personnel, Westbury, NY.</b> This project provided 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	\$500,177 fee	2016	Yes
<b>3. Variable Message Signs, Phase I, Various Locations, NY.</b> This project provided the design and PS&E plans to construct Variable Message Signs on new sign structures and provide the control and communication equipment to operate the signs locally and remotely from the County Traffic Management Center (TMC) in Westbury, NY.	Nassau County Dept. of Public Works Westbury, NY	\$255,319 fee	2018	Yes
<b>4. Assignment of Traffic Engineer, Various Locations, NY.</b> This project involves on-site traffic engineering to assist Nassau County with their traffic engineering work efforts.	Nassau County Dept. of Public Works Westbury, NY	\$151,008 fee	Est: 2019	Progressing on time/budget
<b>5. Beacons for Speed Zones, Various Locations, NY.</b> GPI was 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	\$99,800 fee	2014	Yes
<b>6. Brookhaven Intersection Improvements, Brookhaven, NY.</b> The goal of this project was to prepare problem identification reports (PIR's) following NYSDOT format for several locations within the Town of Brookhaven. All locations exhibited safety and capacity deficiencies. The project included the full range of data collection activities, problem identification and analysis and the development of alternative solutions.	New York State Dept. of Transportation Albany, NY	\$70,000,000	1992	Yes
<b>7. Cold Spring Road Roundabout Study, Town of Oyster Bay, NY.</b> 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	\$11,955 fee	2007	Yes
<b>8. CR 3 Pinelawn Road, from Marcus Drive to Corporate Center Drive, Town of Huntington, NY.</b> 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	\$17,000,000	2014	Yes

## Greenman-Pedersen, Inc.

### List of Relevant Traffic Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<b>9. CR 3 Pinelawn Road/Wellwood Avenue, from the Vicinity of Conklin Street to the Vicinity of Corporate Center Drive, Towns of Huntington/Babylon, NY.</b> GPI was responsible for the preparation and development of a Design Approval Document (DAD), preliminary and final design plans for CR 3 Pinelawn Road in the vicinity of Ruland Road, Colonial Springs Road from CR 3 to CR 95 and Wellwood Avenue in the vicinity of Conklin Road in the Towns of Huntington and Babylon. Final design documents included pavement reconstruction, pavement overlay, drainage improvements, intersection realignment, and traffic signal design. The project included minor environmental assessment, including a NEPA checklist and ROW, including abstract request maps (ARM's), title searches and ROW plans.	Suffolk County Dept. of Public Works Yaphank, NY	\$27,000,000	2018	Yes
<b>10. CR 3 Wellwood Avenue, from Conklin Street to Central Avenue, Town of Babylon, NY.</b> This project involves the preparation and development of a Design Approval Document (DAD) per the Procedures for Locally Administered Federal Aid Projects and preliminary and final design plans for approximately one mile of roadway along CR 3 Wellwood Avenue, Conklin Street and Long Island Avenue in the Town of Babylon.	Suffolk County Dept. of Public Works Yaphank, NY	\$10,500,000	Est: 2019	Progressing on time/budget
<b>11. CR3 Pinelawn Road, from Marcus Drive to Corporate Center Drive, Town of Huntington, NY.</b> 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	17,000,000	2014	Yes
<b>12. Diversion Plans for Major INFORM Highways, Various Locations, NY.</b> GPI created diversion plans for the major INFORM highways including the LIE, NSP, and SSP. These plans became a "handbook" of alternate routes to be used during roadway closures and assisted the emergency management personnel so that they could quickly ascertain and relieve the build-up of traffic.	New York State Dept. of Transportation Albany, NY	\$244,056	2017	Yes
<b>13. Elmont Traffic Safety Study, Elmont, NY.</b> GPI is conducting a traffic safety study within the Hamlet of Elmont due to numerous requests to evaluate safety along both Elmont Road and Dutch Broadway. Engineering recommendations are being developed to calm traffic in the area to provide for a safer pedestrian and vehicular environment, developing mitigation to reduce the frequency and severity of crashes, improve walkability, meet ADA requirements, increase sight distance at intersections, and provide a walkable "Safe Route to School" where applicable.	Nassau County Dept. of Public Works Westbury, NY	\$182,163	Est: 2019	Progressing on time/budget
<b>14. Engineering Services and Feasibility for CR 97, Nicolls Road from I-495 LIE to Daniel Webster Drive, Town of Brookhaven, NY.</b> Performed 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	\$75,000,000	2015	Yes

#### SUMMARY OF RELEVANT ACCOMPLISHMENTS

## Greenman-Pedersen, Inc.

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Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<b>15. Engineering Services in Conjunction with Capacity Improvements on CR 97, Nicolls Road between NY 25A/Patchogue LIRR including 3rd Lane &amp; BRT Options, Stony Brook to Patchogue, NY.</b> This project involves preparing a Design Approval Document and an Environmental Assessment for Bus Rapid Transit (BRT) in the Nicolls Road corridor. This includes preparing preliminary plans for roadway and traffic signal modifications to support a dedicated BRT lane, traffic signal priority, queue jumps, bus rapid transit stations, environmental studies, and a public involvement program. Traffic simulation is being applied to evaluate the effectiveness of various BRT treatments including dedicated bus lanes, TSP, queue jumps, and other capacity improvements.	Suffolk County Dept. of Public Works Yaphank, NY	\$2,064,616	Est: 2019	Progressing on time/budget
<b>16. Engineering Services in Conjunction with Improvements to CR 17, Phase III, Town of Islip, NY.</b> A two-part project which included 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	\$345,272	2016	Yes
<b>17. Engineering Services in Conjunction with Traffic Impact Study in the Vicinity of the Ronkonkoma HUB, Town of Brookhaven, NY.</b> Provide a traffic study to investigate how potential development in the Ronkonkoma and Bohemia area would affect CR 93, Ocean Avenue, and other major roadways in the area. Considered developments include the Ronkonkoma HHB, Long Island Rail Road Double Track and MacArthur Airport.	Suffolk County Dept. of Public Works Yaphank, NY	\$85,243	Est: 2019	Progressing on time/budget
<b>18. Expanded Project Proposal (EPP) for CR 3 Pinelawn Road, Melville, NY.</b> Expanded Project Proposal EPP and preliminary design for the widening and rehabilitation of CR 3 between Ruland Road and the Long Island Expressway. Included evaluation of at-grade and grade-separated alternatives at the intersection with Ruland Road.	Suffolk County Dept. of Public Works Yaphank, NY	\$15,000,000	2006	Yes
<b>19. INFORM Long Island ITS System On-Call (2015), Various Locations, NY.</b> GPI will be providing ITS services on an on-call basis.	New York State Dept. of Transportation Albany, NY	\$1,118,382 fee	Est: 2019	Progressing on time/budget
<b>20. Long Island Expressway VMS Maintenance and Protection of Traffic, Nassau/Suffolk Counties, NY.</b> Maintenance of traffic plans for the maintenance of Variable Message Signs (VMS) along the LIE.	New York State Dept. of Transportation Albany, NY	\$500,000	2016	Yes
<b>21. Merrick Road Signal System Optimization, Nassau County, NY.</b> GPI performed traffic studies and engineering design to provide traffic signal system cycle, split and offset settings for 52 signals on Merrick Road. The retiming and evaluation of traffic signal progression was completed in conjunction with a rehabilitation of intersection and system requirement.	Nassau County Dept. of Public Works Westbury, NY	\$51,500 fee	1990	Yes
<b>22. Nassau County Conversion to NYSDOT Items, Various Locations, NY.</b> GPI reviewed existing Nassau County traffic signal specifications to identify available New York State Dept. of Transportation (NYSDOT) specifications that could be used as direct replacements.	Nassau County Dept. of Public Works Westbury, NY	\$39,500 fee	2011	Yes

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<b>23. Nassau County Incident Management System, Phase 4, Nassau County, NY.</b> Nassau County with GPI embarked on further developing their ITS infrastructure along various Nassau County corridors by adding CCTV coverage at approximately 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	\$125,196 fee	2012	Yes
<b>24. Nassau County Mineola Parking Study, Mineola, NY.</b> 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	\$95,428 fee	2010	Yes
<b>25. Nassau County On-Call Traffic Engineering, Various Locations, NY.</b> These projects involved developing plans, specifications and estimates for the reconstruction of County-owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$0	2012	Yes
<b>26. Nassau County On-Call Traffic Engineering, Various Locations, NY.</b> Projects under this on-call project involved developing plans, specifications and estimates for the reconstruction of County-owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$2,000,000	2016	Yes
<b>27. Nassau County On-Call Traffic Engineering, Nassau County, NY.</b> 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	\$0	2010	Yes
<b>28. Nassau County On-Call Traffic Engineering 2016, Various Locations, NY.</b> GPI is providing traffic engineering services to NCDPW on an on-call basis.	Nassau County Dept. of Public Works Westbury, NY	\$479,754 fee	Est: 2019	Progressing on time/budget
<b>29. Nassau County Paving Marking Inspection, Nassau County, NY.</b> GPI was the prime consultant overseeing traffic signal inspection operations.	Nassau County Dept. of Public Works Westbury, NY	\$9,874 fee	2008	Yes
<b>30. Nassau County Red Light Camera, Various Locations, NY.</b> The use of red light cameras has been documented as a means of improving the safety of signalized intersections. GPI is serving as the engineer of record for a design-build team installing red light cameras at 12 intersections in the County.	Nassau County Dept. of Public Works Westbury, NY	\$91,417 fee	Est: 2020	Progressing on time/budget
<b>31. Nassau County Red Light Violation Camera System, Phase II, Nassau County, NY.</b> This project involved the installation of red light camera equipment at 20 County and State intersections.	Nassau County Dept. of Public Works Westbury, NY	\$54,500 fee	2014	Yes
<b>32. Nassau County Signal Energy Grant, Nassau County, NY.</b> Evaluated and made recommendations for timing adjustments to 170 signals in Nassau County with regard to lane geometry at intersection and developed detailed report.	Nassau County Dept. of Public Works Westbury, NY	\$85,000 fee	1994	Yes
<b>33. Nassau County Signal Improvements, Mineola, NY.</b> Provided traffic engineering services in connection with traffic signal upgrades and in particular, pedestrian safety improvements.	Nassau County Dept. of Public Works Westbury, NY	\$36,000 fee	2002	Yes

**Greenman-Pedersen, Inc.**  
**List of Relevant Traffic Projects**

<b>SUMMARY OF RELEVANT ACCOMPLISHMENTS</b>				
<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
<b>34. Nassau County Signal Management Development, Nassau County, NY.</b> GPI developed plans, specifications and estimates for the reconstruction of County-owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$31,440 fee	2007	Yes
<b>35. Nassau County Signal Rebuild, Nassau County, NY.</b> Design services to upgrade ten traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$46,041 fee	1999	Yes
<b>36. Nassau County Signal Survey Warrant Assessment, Various Locations, NY.</b> 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	\$99,766 fee	2012	Yes
<b>37. Nassau County Traffic Calming - Post Avenue, Westbury, NY.</b> 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	\$39,900 fee	2007	Yes
<b>38. Nassau County Traffic Design Engineer, Nassau County, NY.</b> 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	\$82,212 fee	2012	Yes
<b>39. Nassau County Traffic Design Engineer, Various Locations, NY.</b> 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	\$1,247,744 fee	2016	Yes
<b>40. Nassau County Traffic Sign Inventory and Management System, Nassau County, NY.</b> 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	\$550,000 Fee-combined	2003	Yes
<b>41. Nassau County Traffic Signal Design Group 2, Westbury, NY.</b> GPI developed plans, specifications and estimates for the reconstruction of County owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$57,200 fee	2008	Yes
<b>42. Nassau County Traffic Signal Expansion, Phase 7, Nassau County, NY.</b> 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	\$409,360 fee	2013	Yes
<b>43. Nassau County Traffic Signal Inspection, Various Locations, NY.</b> GPI oversaw traffic signal inspection operations.	Nassau County Dept. of Public Works Westbury, NY	\$270,610 fee	2007	Yes
<b>44. Nassau County Traffic Signal Inspection 1, Various Locations, NY.</b> 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	\$174,392 fee	2010	Yes
<b>45. Nassau County Traffic Signal Inspection Line 14, Various Locations, NY.</b> 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	\$66,044 fee	2012	Yes

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<b>SUMMARY OF RELEVANT ACCOMPLISHMENTS</b>				
<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
<b>46. Nassau County Traffic Signal Inspection Line 6, Various Locations, NY.</b> 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	\$181,438 fee	2012	Yes
<b>47. Nassau County Traffic Signal Installations, Various Locations, NY.</b> This project involved the development of traffic signal reconstruction plans for seven signals on County roadways.	Nassau County Dept. of Public Works Westbury, NY	\$36,500 fee	2011	Yes
<b>48. Nassau County Traffic Signal Timing Progression, Mineola, NY.</b> 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	\$72,454 fee	2006	Yes
<b>49. New York State TOPICS Program, Various Locations, NY.</b> Performed traffic studies and developed design plans for various areas throughout Long Island and upstate New York.	New York State Dept. of Transportation Albany, NY	\$1,900,000	1988	Yes
<b>50. NY 101 at Middle Neck Road, Safety Study Assignment #01, Roslyn, NY.</b> This project involves studying alternatives (including a roundabout option) to improve traffic operations and safety at the NY 101 and Middle Neck Road signalized intersection including improvements to the existing driveways for St. Francis Hospital which is located at this intersection.	New York State Dept. of Transportation Albany, NY	\$67,773 fee	Est: 2020	Yes
<b>51. NYSDOT Traffic Signal Requirements Contracts XXVII &amp; XXVIII, Nassau and Suffolk Counties, NY.</b> GPI redesigned and rebuilt 27 existing NYSDOT signalized intersections conforming to NYSDOT standards and specifications. This effort continued GPI's support of past NYS traffic signal rebuilds and included new signal poles, vehicular and pedestrian signal heads, controller cabinet locations, conduit systems, etc.	New York State Dept. of Transportation Albany, NY	\$394,172 fee	2013	Yes
<b>52. Old Country Road CCTV Incident Management, Mineola, NY.</b> 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 approximately 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	\$159,177 fee	2006	Yes
<b>53. Old Country Road Signal Head Replacement, Phase 1, Various Locations, NY.</b> 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	\$193,652 fee	2014	Yes

# Greenman-Pedersen, Inc.

## List of Relevant Traffic Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<b>54. Old Country Road Signal Optimization, Nassau County, NY.</b> GPI performed traffic studies and engineering design to optimize the intersection timing and the traffic progression along the entire length of Old Country Road in Nassau County. The signal system included 70 signalized intersections; three of the intersections intersect with other arterials and operate as master controllers for grid systems.	Nassau County Dept. of Public Works Westbury, NY	\$48,500 fee	1989	Yes
<b>55. On-Site Traffic Signal Inspectors, Various Locations, NY.</b> GPI provided on-site signal inspectors to oversee county contractors in the installation, modification, and repair of traffic signals throughout the county.	Nassau County Dept. of Public Works Westbury, NY	\$100,000 fee	2016	Yes
<b>56. Oyster Bay TOPICS Program - Traffic Studies &amp; Design, Nassau County, NY.</b> Traffic studies and development of design plans for a 2.2 mile segment of Route 106/107. The roadway included approximately 20 signalized intersections and interchanges with the Long Island Expressway and Northern State Parkways.	New York State Dept. of Transportation Albany, NY	\$450,000 fee	1984	Yes
<b>57. Reconstruction of CR 3 (Wellwood Avenue) Bridge over Southern State Parkway - Design Report, Babylon, NY.</b> This project involved the reconstruction and widening of CR 3, Wellwood Avenue Bridge over the Southern State Parkway. Decision provided an acceptable level of service while improving traffic safety and structural integrity. Efforts included development of potential geometric improvement alternatives that addressed capacity, safety and substandard feature deficiencies. All studies and analyses were documented within a formal NYSDOT EPP report that was converted into a NEPA CASE II Final Design Report/Categorical Exclusion.	Suffolk County Dept. of Public Works Yaphank, NY	\$5,000,000	2002	Yes
<b>58. Region 10 PSAP Assignment #01, Long Island, NY.</b> NYSDOT Region 10 has determined that eight locations with uncontrolled crosswalks require signalization to improve pedestrian safety. At six of the locations, three color traffic signals will be installed. Rectangular Rapid Flash Beacon's will be installed at the other two locations. GPI will prepare final designs for construction of these improvements under a signal requirements contract.	New York State Dept. of Transportation Albany, NY	\$144,633 fee	Est: 2022	Progressing on time/budget
<b>59. Region 10 PSAP Assignment #03, Town of Southampton, NY.</b> As part of the Pedestrian Safety Action Plan (PSAP), GPI will prepare pedestrian safety improvements at six locations in the Hamlet of Bridgehampton. This includes providing the design and final plans to reconstruct two existing traffic signals and installation of new crosswalks, pedestrian signals, and ped buttons.	New York State Dept. of Transportation Albany, NY	\$55,368 fee	Est: 2022	Progressing on time/budget
<b>60. Region 10 PSAP Assignment #04, Various Locations, NY.</b> As part of the Pedestrian Safety Action Plan (PSAP), GPI will prepare final designs for construction at two locations in Suffolk County and analyze the existing and proposed traffic signal operating along NY 24, a single stage and two stage crossing to improve pedestrian safety in NYSDOT Region 10 (Nassau and Suffolk Counties).	New York State Dept. of Transportation Albany, NY	\$66,635 fee	Est: 2019	Progressing on time/budget

**Greenman-Pedersen, Inc.**  
**List of Relevant Traffic Projects**

<b>SUMMARY OF RELEVANT ACCOMPLISHMENTS</b>				
<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
<b>61. NY 110 Safety Improvements, Towns of Babylon and Huntington, NY.</b> This project provided upgraded pedestrian facilities that focused on pedestrian safety on NY 110 between NY 27A (Town of Babylon) and Youngs Hill Road (Town of Huntington), including realignment of existing left turn lanes to improve sight distance; installation of new/rebuilding of existing traffic signals; installation of new crosswalks at existing signalized intersections; reconstruction of intersections to provide additional opportunities to cross safely; installation of pedestrian refuge islands at locations where pedestrians could be stranded in the middle of the road; and installation of Rectangular Rapid Flash Beacons at crosswalks to enhance safety.	New York State Dept. of Transportation Albany, NY	\$174,776	2018	Yes
<b>62. Retiming Phase 2 (454, 107 &amp; 231), Various Locations, NY.</b> Prepared Synchro optimization files for various corridors.	New York State Dept. of Transportation Albany, NY	\$27,776 fee	2015	Yes
<b>63. Rockaway Avenue Traffic Calming, Garden City, NY.</b> This project involves conducting a traffic calming study to improve pedestrian safety and recommending measures to reduce speeding within the vicinity of the local high school.	Nassau County Dept. of Public Works Westbury, NY	\$46,584 fee	Est: 2019	Progressing on time/budget
<b>64. Roslyn Inspection - Safety Requirements, Nassau &amp; Suffolk Counties, NY.</b> Construction inspection services for various projects throughout NYSDOT Region 10. Assignments include, but not limited to, bridge rehabilitation, bridge replacement, bridge cleaning, bridge painting, highway reconstruction, highway resurfacing, intersection improvements, traffic signal system installation, guiderail installation, pavement markings and drainage.	New York State Dept. of Transportation Albany, NY	\$1,480,000 fee	2001	Yes
<b>65. Route 25 at CR 97 (Nicolls Road) Intersection EPP, Selden, NY.</b> This project involved the development and evaluation of six alternatives to improve capacity and safety at this congested intersection. The project involved various traffic studies and preparation of several design alternatives, accident analysis, capacity analysis of signalized intersections, travel time and delay studies, preliminary design and roadway alignment, preparation of EPP reports and comparison of alternatives.	New York State Dept. of Transportation Albany, NY	\$16,000,000	1995	Yes
<b>66. Route 25 Timing INFORM, Various Locations, NY.</b> Performed traffic signal timing optimization utilizing SYNCHRO along the Route 25 corridor in Nassau and Suffolk Counties.	New York State Dept. of Transportation Albany, NY	\$66,650 fee	2015	Yes
<b>67. Rt. 25 at Roxbury, Westbury, NY.</b> Prepared PS&E traffic signal design plans for INFORM signal.	New York State Dept. of Transportation Albany, NY	\$10,300 fee	2015	Yes
<b>68. Safety Improvements on Various County Roads, CR 101, Patchogue-Yaphank Road from Dunton Avenue to CR 99, Woodside Avenue, Town of Brookhaven, NY.</b> Evaluated five intersections with existing safety and operational concerns and developed various conceptual alternatives to improve these locations. Tasks included review of traffic data and growth forecasts for use in capacity and signal warrant analyses.	Suffolk County Dept. of Public Works Yaphank, NY	\$24,999 fee	2015	Yes

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<b>69. Signal Head Replacement, Nassau County, NY.</b> Signal head replacement plans involving inventory of 100 intersections and 800 traffic signal heads in the south shore communities of Long Beach, Atlantic Beach, Lido Beach and Point Lookout. Field visits and inspection of signal heads resulted in replacement recommendations for all severely eroded signal heads and due to the ocean front environment of each location	Nassau County Dept. of Public Works Westbury, NY	\$77,814 fee	1994	Yes
<b>70. Southern State Parkway INFORM VMS, Nassau County, NY.</b> Designed a VMS sign structure over the Eastbound Southern State Parkway near Hempstead Avenue.	New York State Dept. of Transportation Albany, NY	\$34,895 fee	2014	Yes
<b>71. Suffolk County Closed Loop Signal Project (Design Authorization 2), Various Locations, NY.</b> 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	\$908,587 fee	2017	Yes
<b>72. Suffolk County Closed Loop Signal Project (Design Authorization 3), Various Locations, NY.</b> 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	\$1,310,038 fee	Est: 2019	Progressing on time/budget
<b>73. Suffolk County Closed Loop Signal Project Construction Inspection, Phases 2 through 9, Yaphank, NY.</b> Development of a closed loop signal system to control all Suffolk County traffic signals.	Suffolk County Dept. of Public Works Yaphank, NY	\$10,367,478	2017	Yes
<b>74. Superstorm Sandy Emergency Services, Nassau County, NY.</b> GPI provided assistance in the debris removal effort by auditing the volume of material hauled and providing expertise in tree assessments. In addition, GPI supported 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 was utilized to track and manage the electrical contractor's work orders and records. All information was linked in the system via GIS mapping to identify FAUS roadway identification and preparation of the DDIR reimbursement forms of the approximately 300 locations damaged.	Nassau County Dept. of Public Works Westbury, NY	\$280,000 fee	2015	Yes
<b>75. Temporary Traffic Control TTC Training, Yaphank, NY.</b> GPI provided Temporary Traffic Control (TTC) training to Suffolk County engineering and management staff using the 2003 Edition of the USDOT FHWA MUTCD.	Suffolk County Dept. of Public Works Yaphank, NY	\$2,699 fee	2005	Yes
<b>76. Term Agreement for Pedestrian Safety Action Plan (PSAP), NYSDOT Regions 8 and 10, Various Locations, NY.</b> This project involves planning, design, engineering, and data collection functions in support of statewide Pedestrian Safety initiatives. Also included will be miscellaneous safety studies and support for statewide program development.	New York State Dept. of Transportation Albany, NY	\$894,336 fee	Est: 2022	Progressing on time/budget

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
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<b>77. Traffic Computer System Expansion/Update, Nassau County, NY.</b> GPI provided personnel to assist the County to replace an existing central computer system with improved hardware, software, larger capacity, and more user friendly to facilitate system operation.	Nassau County Dept. of Public Works Westbury, NY	\$255,000 fee	1995	Yes
<b>78. Traffic Counting Services, Hewlett, NY.</b> GPI was retained to perform traffic counting services at a specific location for the Nassau County DPW.	Nassau County Dept. of Public Works Westbury, NY	\$4,460 fee	2004	Yes
<b>79. Traffic Data Collection and Highway Safety Studies, Various Routes, Various Towns, Nassau and Suffolk Counties, NY.</b> This project involved supplementing NYSDOT staff to collect and analyze traffic data at high-accident locations to respond to constituent requests for new or modified traffic control devices. In addition, detailed crash analyses were conducted at high-accident locations to identify crash patterns in accordance with NYSDOT's Highway Safety Investigation Procedure Manual.	New York State Dept. of Transportation Albany, NY	\$25,250 fee	2018	Yes
<b>80. Traffic Signal Design, Various Locations, NY.</b> GPI will redesign and rebuild existing NYSDOT INFORM signalized intersections conforming to the latest NYSDOT standards and specifications and include new signal poles, vehicular and pedestrian signal heads, controller cabinet locations, conduit systems, etc.	New York State Dept. of Transportation Albany, NY	\$137,675 fee	Est: 2019	Progressing on time/budget
<b>81. Traffic Signal Design for Route 105 at Newbridge Road, Bellmore, NY.</b> GPI provided traffic signal design services for Route 105 at Newbridge Road in Bellmore, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. 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	\$7,100 fee	2007	Yes
<b>82. Traffic Signal Design for Route 106 and Elmira Street, Hicksville, NY.</b> GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 106 and Elmira Street for the annual signal design requirements project. 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	\$7,600 fee	2005	Yes
<b>83. Traffic Signal Design for Route 107 and Stewart Avenue, Hicksville, NY.</b> GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 107 and Stewart Avenue for the annual signal design requirements project. 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	\$7,600 fee	2006	Yes

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<b>SUMMARY OF RELEVANT ACCOMPLISHMENTS</b>				
<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
<b>84. Traffic Signal Design for Route 107 at Courtney Lane, Hicksville, NY.</b> GPI provided traffic signal design services for Route 107 at Courtney Lane in Hicksville, NY, for the NYSDOT Region 10 annual signal design requirements project. 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	\$9,100 fee	2007	Yes
<b>85. Traffic Signal Design for Route 107 at John Street, Hicksville, NY.</b> GPI provided professional traffic signal design services for Route 107 at John Street in Hicksville, NY, for the NYSDOT Region 10 annual signal design requirements project. 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	\$10,995 fee	2006	Yes
<b>86. Traffic Signal Design for Route 110 and Great Neck Road, Farmingdale, NY.</b> GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 110 and Great Neck Road for the annual signal design requirements project. 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	\$9,000 fee	2005	Yes
<b>87. Traffic Signal Design for Route 110 at Green Avenue Union Avenue, Amityville, NY.</b> GPI provided traffic signal design services for Route 110 at Green Avenue/Union Avenue in Amityville, NY, for the NYSDOT Region 10 annual signal design requirements project. 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	\$2,410 fee	2007	Yes
<b>88. Traffic Signal Design for Route 110 at Melville Road Milbar Boulevard, Farmingdale, NY.</b> Provided traffic signal design services for Route 110 at Melville Road/Milbar Boulevard in Farmingdale, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. 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 Hauppauge, NY	\$10,300 fee	2007	Yes
<b>89. Traffic Signal Design for Route 110 at Ritter Avenue, Amityville, NY.</b> GPI provided traffic signal design services for Route 110 at Ritter Avenue for the NYSDOT Region 10 annual signal design requirements project. 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	\$9,924 fee	2006	Yes

**Greenman-Pedersen, Inc.**  
**List of Relevant Traffic Projects**

<b>SUMMARY OF RELEVANT ACCOMPLISHMENTS</b>				
<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
<b>90. Traffic Signal Design for Route 110 at Smith St. Melville Rd. and Big H Shopping Center, Melville, NY.</b> GPI provided traffic signal design services for Route 110 at Smith Street, Melville Road, and at the Big H Shopping Center in Melville, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. 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	\$7,100 fee	2007	Yes
<b>91. Traffic Signal Design for Route 110 at Smith Street, Farmingdale, NY.</b> Provided traffic signal design services for Route 110 at Smith Street in Farmingdale, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. 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 Hauppauge, NY	\$10,300 fee	2007	Yes
<b>92. Traffic Signal Design for Route 111 at Hillside Village Shopping Center, Smithtown, NY.</b> GPI provided traffic signal design services for Route 111 at Hillside Village Shopping Center in Smithtown, NY, for the NYSDOT Region 10 annual signal design requirements project. 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	\$9,100 fee	2007	Yes
<b>93. Traffic Signal Design for Route 112 at CR80 Montauk Highway, Patchogue, NY.</b> GPI provided traffic signal design review services for Route 112 at CR80 (Montauk Highway) in Patchogue, NY, under the NYSDOT Region 10 annual signal design requirements project. 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 Hauppauge, NY	\$2,410 fee	2007	Yes
<b>94. Traffic Signal Design for Route 231 and Long Island Avenue South, Deer Park, NY.</b> GPI provided professional traffic signal design services for Route 231 at Long Island Avenue South for the NYSDOT Region 10 annual signal design requirements project. 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	\$10,200 fee	2006	Yes
<b>95. Traffic Signal Design for Route 231 at BOCES, Deer Park, NY.</b> GPI provided professional traffic signal design services for Route 231 at BOCES in Deer Park, NY, for the NYSDOT Region 10 annual signal design requirements project. 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.	Client: New York State Dept. of Transportation Albany, NY	\$9,925 fee	2006	Yes

**Greenman-Pedersen, Inc.**  
**List of Relevant Traffic Projects**

<b>SUMMARY OF RELEVANT ACCOMPLISHMENTS</b>				
<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
<b>96. Traffic Signal Design for Route 231 at Long Island Avenue Acorn Street, Deer Park, NY.</b> GPI provided professional traffic signal design services at Route 231 and Long Island Avenue/Acorn Street for the NYSDOT Region 10 annual signal design requirements project. 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.	Client: New York State Dept. of Transportation Albany, NY	\$10,200 fee	2006	Yes
<b>97. Traffic Signal Design for Route 25 at Little Neck Parkway, Floral Park, NY.</b> Preparation of plans, specifications and estimates for the reconstruction of an existing traffic signal installation including development of a modified signal operation sequence.	New York State Dept. of Transportation Albany, NY	\$10,300 fee	2009	Yes
<b>98. Traffic Signal Design for Route 25A and Clinton Avenue, Huntington, NY.</b> The joint venture team of GPI and FST provided professional traffic signal design services for NYSDOT Region 10 at Route 25A and Clinton Avenue for the annual signal design requirements project. 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	\$8,600 Fee	2006	Yes
<b>99. Traffic Signal Design for Route 25A and Wall Street, Huntington, NY.</b> GPI provided traffic signal design services for Route 25A and Wall Street for the NYSDOT Region 10 annual signal design requirements project. 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	\$9,550 fee	2006	Yes
<b>100. Traffic Signal Design for Route 25A at Community Drive, Manhasset, NY.</b> GPI provided professional traffic signal design services for Route 25A at Community Drive in Manhasset, NY, for the NYSDOT Region 10 annual signal design requirements project. 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	\$10,695 fee	2006	Yes
<b>101. Traffic Signal Design for Route 25A at Little Neck Road, Centerport, NY.</b> GPI provided traffic signal design services for Route 25A at Little Neck Road in Centerport, NY, for the NYSDOT Region 10 annual signal design requirements project. 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	\$9,890 fee	2006	Yes
<b>102. Traffic Signal Design for Route 25A at N. Country Road, Port Jefferson, NY.</b> GPI provided traffic signal design services for Route 25A at N. Country Road for the NYSDOT Region 10 annual signal design requirements project. 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	\$9,925 fee	2006	Yes

**Greenman-Pedersen, Inc.**  
**List of Relevant Traffic Projects**

<b>SUMMARY OF RELEVANT ACCOMPLISHMENTS</b>				
<b>Project Name and Location</b>	<b>Owner Name and Address</b>	<b>Cost of Work</b>	<b>Completion Date</b>	<b>Project was completed on time and within budget</b>
<b>103. Traffic Signal Design for Route 25A at Prime Street Spring Street, Huntington, NY.</b> GPI provided professional traffic signal design services for Route 25A at Prime Street/Spring Street in Huntington, NY, for the NYSDOT Region 10 annual signal design requirements project. 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	\$1,302 fee	2006	Yes
<b>104. Traffic Signal Design for Route 25A at Route 107, Brookville, NY.</b> GPI provided traffic signal design services for Route 25A at Route 107 in Brookville, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. 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 Hauppauge, NY	\$10,800 fee	2007	Yes
<b>105. Traffic Signal Design for Route 25A Northern Boulevard, Roslyn, NY.</b> Preparation of plans, specifications and estimates for the reconstruction of an existing traffic signal installation including development of a modified signal operation sequence.	New York State Dept. of Transportation Albany, NY	\$10,300 fee	2009	Yes
<b>106. Traffic Signal Design for Route 27 and Route 107, Massapequa, NY.</b> The joint venture team of GPI and FST provided professional traffic signal design services for NYSDOT Region 10 at Route 27 & Route 107 for the annual signal design requirements project. 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	\$8,600 Fee	2006	Yes
<b>107. Traffic Signal Design for Route 27 at Atlantic Avenue, Lynbrook, NY.</b> GPI provided traffic signal design services for Route 27 at Atlantic Avenue in Lynbrook, NY, for the NYSDOT Region 10 annual signal design requirements project. 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.	Client: New York State Dept. of Transportation Albany, NY	\$9,890 fee	2006	Yes
<b>108. Traffic Signal Design for Route 27 at County Line Road, Massapequa, NY.</b> Provided traffic signal design services for Route 27 at County Line Road in Massapequa, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. 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 Hauppauge, NY	\$10,300 fee	2007	Yes

# Greenman-Pedersen, Inc.

## List of Relevant Traffic Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<b>109. Traffic Signal Design for Route 27 NSR and Saxon Avenue, Bay Shore, NY.</b> GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 27 NSR and Saxon Avenue for the annual signal design requirements project. 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.	Client: New York State Dept. of Transportation Albany, NY	\$7,600 fee	2006	Yes
<b>110. Traffic Signal Design for Route 27 Safety Improvement, Massapequa, NY.</b> GPI provided professional traffic signal design services for the NYSDOT Region 10 Route 27 safety improvement project in Massapequa, NY. 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	\$45,500 fee	2005	Yes
<b>111. Traffic Signal Design for Route 27 SSR and Saxon Avenue, Bay Shore, NY.</b> GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 27 SSR and Saxon Avenue for the annual signal design requirements project. 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	\$7,600 fee	2006	Yes
<b>112. Traffic Signal Design for Route 347 at BJ's, Terryville, NY.</b> GPI provided traffic signal design services for Route 347 at BJ's driveway in Terryville, NY, for construction under the NYSDOT Region 10 annual signal design requirements project. 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	\$7,100 fee	2007	Yes
<b>113. Traffic Signal Design for Route 454 and Suffolk Avenue, Central Islip, NY.</b> GPI provided professional traffic signal design services for NYSDOT Region 10 at Route 454 and Suffolk Avenue for the annual signal design requirements project. 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	\$7,600 fee	2006	Yes
<b>114. Traffic Signal Design on Route 25 at Jamesport Avenue, Jamesport, NY.</b> Provided traffic signal design services for Route 25 at Jamesport Avenue in Jamesport, under the NYSDOT Region 10 annual signal design requirements project. 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	\$8,700 fee	2008	Yes

## Greenman-Pedersen, Inc.

### List of Relevant Traffic Projects

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Owner Name and Address	Cost of Work	Completion Date	Project was completed on time and within budget
<b>115. Traffic Signal Design Requirements, Various Locations, NY.</b> GPI provided traffic signal design services for NYSDOT Region 10 annual requirements contract. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$755,716 fee	2009	Yes
<b>116. Traffic Signal Replacement, Old Country Road, Phases 1 &amp; 2, Nassau County, NY.</b> GPI will support the project by providing a senior traffic signal inspector for Phases 1 & 2 of the Old Country Road Signal Upgrade project.	Nassau County Dept. of Public Works Westbury, NY	\$544,824 fee	Est: 2019	Progressing on time/budget
<b>117. Traffic Signal Timing and Arterial Optimization, Nassau County, NY.</b> This project involves data collection, traffic analysis, signal system report submittal, field application, development of electronic records and traffic signal operation studies.	New York State Dept. of Transportation Albany, NY	\$1,055,005 fee	Est: 2021	Progressing on time/budget
<b>118. Traffic Signal Timing and Arterial Optimization, Suffolk County, NY.</b> This project assisted NYSDOT improve their traffic signal timing by developing timing plans along various corridors by improving control of 160+ signalized intersections. This project improved the 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	\$2,026,857 fee	2009	Yes
<b>119. Traffic Synchronization Study, Mineola, NY.</b> The purpose of this project was to examine the signal progression on five Nassau County arterial roadways in Freeport, Baldwin, Rockville Centre and Roosevelt, to determine traffic signal timings that will provide the most efficient progressions for the particular time of day. The prime objectives of attaining this goal were to improve traffic flow, reduce travel time, increase fuel savings, reduce vehicle stop time and reduce air pollution impacts by improving the signal progression.	Nassau County Dept. of Public Works Westbury, NY	\$170,000	1991	Yes
<b>120. Traffic Timing &amp; Arterial Optimization, Various Locations, NY.</b> GPI developed timing plans along various corridors using Synchro software to improve control of 400+ signalized intersections. This project provided 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	\$692,182 fee	2016	Yes
<b>121. Trail Crossing Design (Woodbury Road), Woodbury, NY.</b> This project involves improving the safety of the existing Nassau-Suffolk Greenbelt Trail Crossing of Woodbury Road. The proposed improvement includes installing a marked crosswalk controlled by a <b>HAWK</b> beacon (High-Intensity Activated crossWalK beacon) also known as a Pedestrian Hybrid Beacon (PHB). This will be the first HAWK installation by NCDPW.	Nassau County Dept. of Public Works Westbury, NY	\$200,000	Est: 2019	Progressing on time/budget

**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 01/01/2018 TO 12/31/2020.



*Maryellen Elia*  
MARYELLEN ELIA  
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
**0014951**

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: Babylon State: NY Zip Code: 11702

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

3. Type of Business: Closely Held Corp (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):

2 File(s) uploaded

*No principals have been attached to this form.*

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

If none, explain.

As of October 1, 2006, 100% of Greenman-Pedersen, Inc. is owned by Greenman-Pedersen, Inc. Employee Stock Trust Fund (ESOT).

*No shareholders, members, or partners have been attached to this form.*

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

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

2 File(s) uploaded

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

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

M. Denise Carter, PE [DCARTER@GPINET.COM]

Dated: 10/16/2019 01:09:50 PM

Title: Executive Vice President/Branch Manager

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

EIN: 11-2537074

**Nassau County Consultant's, Contractor's and Vendor's Disclosure Form****Question 4:**

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

Name	Residence Address Business Address
<b>Christer Ericsson, PE</b> CEO/President	<div data-bbox="662 541 1052 583" style="background-color: black; height: 20px; width: 100%;"></div> 21 Daniel Street, 2 <sup>nd</sup> Floor, Portsmouth, NH 03801
<b>Michael Buoncore, CPA, CDA</b> Chief Financial Officer Secretary and Treasurer	<div data-bbox="662 625 1136 667" style="background-color: black; height: 20px; width: 100%;"></div> 325 W. Main Street, Babylon, NY 11702

EIN 11-2537074

**Nassau County 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"). 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.

**Subsidiaries:**

FEIN	Firm Name Address	Phone	Fax	Dates From - To
45-0535502	<b>GPI Geospatial</b> <i>FKA Aerial Cartographies of America, Inc.</i> 423 South Keller Road, Suite 300 Orlando, FL 32810	407-851-7880	407-855-8250	1/1/2018 to Present
32-0363167	<b>GPI Michigan Inc.</b> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	616-940-8139	12/23/2011 to Present
80-0316965	<b>Keller &amp; Kirkpatrick, Inc.</b> 301 Gibraltar Drive, Suite 2A Morris Plains, New Jersey 07950	973-377-8500	973-887-0925	01/01/09 to Present
38-2563749	<b>GPI Laboratories, Inc.</b> <i>FKA Corrosion Control Consultants and Labs, Inc.</i> 4403 Donker Court SE Kentwood, MI 49512	616-940-3112	616-940-8139	06/01/06 to Present
54-1494827	<b>S3E Engineers, Inc.</b> 8001 Braddock Road Springfield, VA 22151	703-978-0100	703-978-6038	08/31/2018 to Present
02-0452792	<b>MHF Design Consultants, Inc.</b> 44 Stiles Road #1 Salem, NH 03079	603-893-0720	603-893-0733	7/1/2019 to Present

**Affiliates:**

FEIN	Firm Name Address	Phone	Fax	Dates From - To
35-2221195	<b>GPI Engineering, Landscape Architecture and Surveying, LLP</b> 325 West Main Street Babylon, New York 11702	716-989-3330	716-633-4940	7/1/2007 to Present

# Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

## Vendor Disclosures

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

Name of Submitting Entity: Greenman-Pedersen, Inc

Vendor's Address: 325 W. Main Street Babylon NY US 11702

Vendor's EIN or TIN: 11-2537074

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

Political Campaign Contribution Disclosure Form:  
10/16/2019 01:07:49 PM

Lobbyist Registration and Disclosure Form:  
10/16/2019 01:08:52 PM

Business History Form certified:  
10/28/2019 03:53:28 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
10/16/2019 01:09:50 PM

# Principal Questionnaire(s)

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

Principal Name	Date Certified
Christer Ericsson, PE [CERICSSON@GPINET.COM]	10/16/2019 10:16:13 AM
Michael J. Buoncore [MBUONCORE@GPINET.COM]	10/16/2019 09:48:51 AM

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

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

## CERTIFICATION

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

M. Denise Carter, PE

*Name*

Executive Vice President/Branch Manager

*Title*

Greenman-Pedersen, Inc.

*Name of Submitting Entity*

12/02/2019 10:31:44 AM

*Date*

## CONTRACT FOR SERVICES

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

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

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

WHEREAS, 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. The term of this Agreement shall commence on January 1, 2020 (the "Commencement Date") and terminate three (3) years 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 1 year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. An Amendment will not be required for the sole purpose of extending the term of the contract.

2. Services.

(a) The services to be provided by the Firm under this Agreement for the Traffic Management Center Operations and related Assistance for the Nassau County Department of Public Work's TMC Facility, shall consist of those specific work divisions related to this project as more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not to exceed three million, five hundred fifteen thousand, six hundred eighty-two dollars (\$3,515,682.00).

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

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

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

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

(f) Payments Relating to Services Rendered by Subcontractors. 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 subcontractors 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 Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens,

claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

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

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

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

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

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

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

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

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

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, 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 Appendice (Appendix) "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

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

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

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by

such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, “anything of value” shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the “Vendor Code of Ethics”), and will comply with all of its provisions;
  - (ii) All of the Contractor’s Participating Employees, as such term is defined in the Vendor Code of Ethics (the “Participating Employees”), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
  - (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
  - (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
  - (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

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

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the “Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions of the

Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

10. Insurance.

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

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

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

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

12. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Joint Venture.

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

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

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

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

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

{Remainder of page intentionally lefty blank}

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

GREENMAN-PEDERSEN, INC.

By: 

Name: Michael Salatti, P.E.

Title: Senior Vice President

Date: December 19, 2019

NASSAU COUNTY

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

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

Title: Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF SUFFOLK)

On the 17 day of December in the year 2019 before me personally came Michael Salatti, P.E. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Sr. Vice President of Greenman-Pedersen, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Hein Rempel

ADEN RIMPEL  
Notary Public, State of New York  
No. 01570077005  
Orangethorpe, Nassau County  
Commission Expires July 1, 2022

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 Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## **EXHIBIT A**

### **Scope of Work**

#### Detailed Scope of Services Traffic Management Center Operations Personnel Phase III Basic Services of the Firm

#### **SCOPE OF SERVICES**

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to provide personnel for the day-to-day operation of the Traffic Management Center in Westbury, New York.

#### **1. PERSONNEL**

##### TMC Personnel

The chosen firm shall provide four (4) full time personnel dedicated to the operation of the County's Traffic Management Center. The four (4) full time staff will be identified as follows: One (1) Supervising Operator and (3) TMC Operators. Personnel will be tasked with monitoring traffic incident management cameras, traffic speed maps, and traffic signal status displays utilizing various computer workstations in the TMC. Personnel will also be tasked with answering the phones, providing inter-agency coordination and organization of planned or unplanned traffic related incidents, reacting to roadway incidents and vehicle congestion by providing information to social media and roadside electronic message signs for motorists. During non-peak periods, personnel may be asked to perform other tasks related to the Traffic Management Center. These tasks include, but are not limited to, traffic signal timing modifications, synchro analysis, network maintenance and other administrative tasks such as preparing reports, attending to FOIL requests, updating database information or preparing packages for shipping.

Personnel shall report to the Traffic Management Center on a daily basis and will report to the County's Project Manager.

Personnel must be flexible and willing to work all hours of the day or night, depending their assigned shift. Working hours will follow the Panama Schedule 24/7 Shift Coverage. An example of this schedule can be found in Exhibit C. The 12 hour tour shift changes will occur at 10:00 AM and 10:00 PM daily.

During large storms (hurricanes, nor'easter, etc.) or other emergencies, personnel may be required to remain at the TMC for extended durations, and may be working in teams of two at times to handle additional workload.

In order to ensure that the Traffic Management Center is always occupied, a fifth employee will be identified as an "Alternate". This alternate employee will be trained and available to fill open shifts due to vacations, illness, employee vacancies or any other reason. This alternate employee must be available for work with very little notice. In general, all TMC employees must be flexible and would be asked to maintain availability during non-work hours in the event additional staff is needed at the TMC due to emergencies and illnesses.

##### Supervising Operator

One full time TMC Operator will be proposed and identified as the "Supervising Operator" and will have additional responsibilities such as; scheduling, training, report generation, attendance at meetings, information organization, time off approval, and will resolve any personnel issues that may arise (see section 2 of this document). The Supervising Operator will serve as point of contact for the firm's staff and will also be involved with procedure and policy decisions.

##### Operations Manager

The chosen firm shall provide one (1) full time operations manager assigned to the Traffic Management Center. This person will be tasked with reviewing and approving traffic signal timing changes, database management, establishing and updating Traffic Management policies and procedures, assist the Network Engineer with various

administrative tasks, training of current and new employees, overseeing of the Traffic Management webpage, facebook, twitter and other social media sites, public information officer, and anything else the County's project manager may assign.

The Operations Manager shall report to the Traffic Management Center on a daily basis and will report directly to the County's Project Manager. The Operations Manager may be required to perform some field work, attend meetings, or visit other remote Traffic Management facilities.

The Operations Manager will be given workspace and a computer. Work schedule must be flexible, but the normal assigned work schedule will be from 8:00 AM to 5:00 PM (including 1 hour lunch break), Monday through Friday (excluding holidays).

#### Network Engineer

The chosen firm shall provide one (1) full time network engineer dedicated to the County's Traffic Management Center. This person will be tasked with monitoring network traffic, bandwidth utilization, access, implementing security protocols, firmware upgrades, configuration backups, troubleshooting, IP and VLAN assignments, port and switch configuration, network equipment inventory desktop and laptop assignment and the daily operation of the Traffic Management network.

The Network Engineer shall report to the Traffic Management Center on a daily basis and will report directly to the County's Project Manager. The Network Engineer may be required to perform some field work to check on equipment and/or troubleshoot failing equipment or other network assets in the field.

The Network Engineer will be given access to basic network testing equipment such as cat6 cable testing equipment, and an Optical Time Deflection Reflectometer. Any tools or equipment required should be provided by the firm if not available at the County. The firm should also provide the Network Engineer a NEW laptop appropriate for the position with Verizon 4G access for the duration of the contract. Work schedule must be flexible, but the normal assigned work schedule will be from 8:00 AM to 5:00 PM (including 1 hour lunch break), Monday through Friday (excluding holidays).

For contract staff working exclusively for Nassau County Traffic Management, all proposed wage rate increases for full-time staff assigned to this contract shall be reviewed and approved by the County Project Manager prior to implementation. Operations staff will be paid overtime rate for all time charged on Federal Holidays regardless of total hours worked during the respective pay period.

## **2. QUALIFICATIONS AND MINIMUM REQUIREMENTS**

TMC Operators shall meet or exceed all of the following:

- Associates degree from an accredited college or university and a minimum of (1) one year of satisfactory experience in traffic engineering, traffic signal inspection or computer related work OR Graduation from High School and a minimum of (2) years' experience as an Operator in a comparable sized Traffic Management or Traffic Operations Center.
- Knowledge of computers in a PC Windows based environment including Microsoft Office.
- Knowledge of the use of Synchro and Tru-Traffic Software
- Knowledge of the operation of standard traffic control devices like signs, signals, and pavement markings.
- Basic understanding of the IP based equipment addressing.
- Ability to perform basic network troubleshooting.
- Ability to perform arithmetical computations.
- Ability to understand and follow oral and written instructions.
- Ability to communicate effectively both written and verbal.
- Ability to establish and maintain relationships with associates, municipal officials, and the general public.

Supervising Operator shall meet or exceed all of the following:

- Must have at least three (3) years' experience as an Operator in a comparable sized Traffic Management or Traffic Operations Center.
- All of the requirements listed for "TMC Operator"
- Knowledge in the use of Siemens traffic signal control software.
- Knowledge in the use of Actelis Metta-Assist software.
- Knowledge of Cisco Network Assistant software.
- Ability to interact with and provide direction to subordinates.
- Possess basic personnel and administrative management skills.

Operations Manager shall meet or exceed all of the following:

- Must have at least three (3) years' experience as a Supervising Operator in a comparable sized Traffic Management or Traffic Operations Center.
- All of the requirements listed for "Supervising Operator"
- Ability to convey instruction and provide training in a classroom type environment.
- Knowledge of network architecture.
- Knowledge of traffic signal timing, time space diagrams and signal progressions.
- Ability to interact with and provide direction to subordinates.

Network Engineer shall meet or exceed all of the following:

- BS/BA in Information Systems or Computer Science.
- Must possess Cisco Certification (CCENT and CCNA).
- Knowledge of computers in a PC Windows based environment.
- Knowledge of Microsoft software.
- Knowledge of TCP/IP, SNMP, Multicast Video.
- Knowledge of LAN equipment configuration and command line interface commands.
- Knowledge of LAN/WAN routing protocol operation.
- Knowledge of LAN/WAN security standards and protocols.
- Knowledge of Siemens Tactics Signal Software.
- Knowledge of Teleste Video Management Software.
- Experience managing SQL databases.
- Experience with network trouble shooting.
- Experience installing and configuring Cisco Catalyst, Etherwan, and Actelis switches.
- Experience with Cisco AFA Firewall configuration.

### 3. **ENGINEERING SERVICES**

Engineering services related to Nassau County Traffic Management may be required during the course of this contract. In the event engineering services are needed, the firm will be asked to prepare and submit a technical proposal along with a cost estimate. The proposal will be reviewed, and if approved, additional money will be encumbered to pay for the engineering services under a separate payment line.

### 4. **DATABASE MAINTENANCE**

The firm will be reimbursed for expenses related to the operation and maintenance of the Traffic Management database. This Microsoft SQL database tracks all aspects of the County's Traffic Management program including incidents, response, equipment inventory and replacement, lane closure program, scheduling, contacts and personnel. The firm will be provided with a \$100,000 allowance for actual salaries paid to the approved technical personnel engaged in performing the service at the multiplier listed for engineering support as listed in section I.A of the Payment Schedule in Exhibit B.

## 5. REIMBURSABLE EXPENCES

The firm will be reimbursed for the expenses listed below related to the Traffic Management Center. All expenses must be approved by the County's Project Manager prior to reimbursement. In order to expedite some of the emergency purchases, the Operations Manager must be granted purchasing authority on behalf of the firm.

- Uniform clothing
- Meals related to storms and other emergencies
- Computer supplies
- Staff working on a Federal Holiday will receive to a \$20 meal allowance
- Office and administrative supplies

The firm will be provided with a \$50,000 reimbursable expenses allocation as part of this contract.

## **EXHIBIT B**

### **Payment Schedule**

#### Traffic Management Center Operations Personnel

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

#### I. SERVICES

- A. Payment for services under this agreement shall be made on the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of two point two two (2.22) shall be used for Traffic Management Center Personnel and any approved alternate, and a multiplier of two point six five (2.65) shall be used for any technical engineering support and project management staff. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

Work on this project will be 24 hours a day, 7 days a week for a three year period.

#### B. Subconsultants and Special Subconsultants

Subconsultants engaged by the Firm, with the prior written consent of the Commissioner, shall be compensated on the same basis as provided in paragraphs provided herein for employees of the firm unless the Firm has been approved to utilize a subconsultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the subconsultant and in the case of special subconsultants, the Firm shall be permitted to claim five (5) percent of the cost of the subconsultant's services as compensation for coordinating or otherwise supervising the work of the special subconsultant.

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

#### II. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed One Hundred Seventy Five (\$175) dollars per hour.

## EXHIBIT C Payment Schedule

### Sample Work Schedule Traffic Management Center Operations Personnel

Traffic Management Center Operations personnel will follow the Panama Shift Schedule 24/7 Shift Coverage. This is a slow rotating shift pattern that used 4 Operators and two 12 hour shifts to provide 24/7 coverage. The working and non-working days follow this pattern: 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 3 days off. Each operator works the same shift (day or night) for 28 days then switches to the other shift for the next 28 days. After 56 days, the sequence starts over. This plan provides the operators with every other weekend off, and a minimum of 8 overtime hours per month.

The calendar below shows a sample of a 56 day schedule.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Operator1 Operator2	2 Operator1 Operator2	3 Operator1 Operator2	4 Operator1 Operator2	5 Operator1 Operator2	6 Operator1 Operator2	7 Operator1 Operator2
8 Operator1 Operator2	9 Operator1 Operator2	10 Operator1 Operator2	11 Operator1 Operator2	12 Operator1 Operator2	13 Operator1 Operator2	14 Operator1 Operator2
15 Operator1 Operator2	16 Operator1 Operator2	17 Operator1 Operator2	18 Operator1 Operator2	19 Operator1 Operator2	20 Operator1 Operator2	21 Operator1 Operator2
22 Operator1 Operator2	23 Operator1 Operator2	24 Operator1 Operator2	25 Operator1 Operator2	26 Operator1 Operator2	27 Operator1 Operator2	28 Operator1 Operator2
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Operator2 Operator1	2 Operator2 Operator1	3 Operator2 Operator1	4 Operator2 Operator1	5 Operator2 Operator1	6 Operator2 Operator1	7 Operator2 Operator1
8 Operator2 Operator1	9 Operator2 Operator1	10 Operator2 Operator1	11 Operator2 Operator1	12 Operator2 Operator1	13 Operator2 Operator1	14 Operator2 Operator1
15 Operator2 Operator1	16 Operator2 Operator1	17 Operator2 Operator1	18 Operator2 Operator1	19 Operator2 Operator1	20 Operator2 Operator1	21 Operator2 Operator1
22 Operator2 Operator1	23 Operator2 Operator1	24 Operator2 Operator1	25 Operator2 Operator1	26 Operator2 Operator1	27 Operator2 Operator1	28 Operator2 Operator1

## Appendix "EE"

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so

that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that

no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies,

equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

## Appendix "L"

### Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Christer Ericsson, PE (Name)

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

631-587-5060 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

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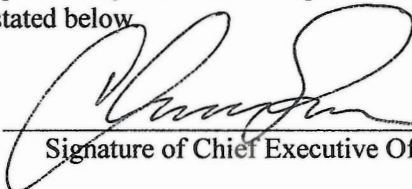
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\_\_\_\_\_  
\_\_\_\_\_

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

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


December 18, 2019  
Dated \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Chief Executive Officer

Christer Ericsson, PE  
\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

18 day of December, 20 19.

  
\_\_\_\_\_  
Notary Public

CONSTANCE E ABELL  
Notary Public, New Hampshire  
My Commission Expires Feb 25, 2020

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

**TO:** Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** August 2, 2019

**SUBJECT:** Recommendation to Engage Consultant Services  
TMC Operations Personnel Phase 3  
Agreement Number T62000-06E

The County desires to utilize consultant personnel for the day-to-day operation of the County's Traffic Management Center (TMC) in Westbury. The proposed personnel will staff the TMC for twenty-four (24) hours a day, seven (7) days a week. This contract receives eighty (80%) percent Federal Aid reimbursement through the New York State Department of Transportation (NYSDOT). The proposed contract will be for a three (3) year period.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposal (RFP) dated April 5, 2019. The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications and proposed project schedule. The RFP was posted on the County's website and advertised in *Newsday* and *NYS Contract Reporter*.

Proposal from two (2) firms were received on May 3, 2019. The technical proposals were evaluated by professionals from within the Department. Following the review, a technical rank was established, and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with the firm's cost proposals as requested in the RFPs.

<u>FIRM NAME</u>	<u>TECH RANK</u>	<u>TECH RATING</u>	<u>TMC STAFF COST PROPOSAL</u>	<u>TMC STAFF WITH CONTINGENCY</u>
Greenman-Pedersen, Inc.	1	90.0	\$2,704,371	\$3,515,682
Kapsch	2	76.8	\$2,362,034	\$3,070,644

In order to meet the Federal DBE requirements Greenman-Pedersen, Inc. has proposed to utilize the services of M&J Engineering, a Minority Business Enterprise, as a sub-consultant for this project.

Greenman-Pedersen's proposed team and experience will continue to provide the best value to the County, and it is the Department's recommendation that they be retained for this assignment. The total cost of \$2,704,371 is considered fair and reasonable for the professional services to be rendered.

Funds will be made available from the Department's operating fund.

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

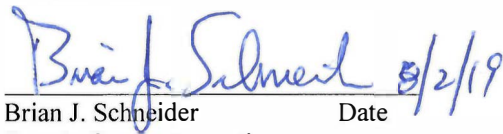


Kenneth G. Arnold  
Commissioner

KGa:JGP:HTL:jd

c: Joseph G. Pecora, Deputy Commissioner  
Harold T. Lutz, Director of Traffic Engineering  
Jeff Lindgren, Project Manager

APPROVED:



Brian J. Schneider  
Deputy County Executive

DISAPPROVED:

Brian J. Schneider  
Deputy County Executive

Date



JL

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

**TO:** Kenneth G. Arnold, Commissioner

**FROM:** Joseph G. Pecora, Deputy Commissioner

**DATE:** October 21, 2019

**SUBJECT:** Low Participation for Design RFP PW-T62000-06E

A request for proposals (RFP) was recently issued for project: Traffic Management Center Operations Personnel Phase 3. The RFP was advertised in April 2019 and received two (2) proposals from firms in May 2019.

A number of firms downloaded and reviewed the solicitation but did not submit a proposal. An inquiry was made to a few firms that did not submit a proposal as to why they did not submit a proposal. The answer most commonly given was that they didn't not have the personnel available for the contract.

The following are the questions from the Low Vendor Participation memo dated May 23, 2018, from DCE John Chiara, with responses.

- 1) Review the specification to ensure that it is not unduly restrictive so as to limit competition. Is any component of the solicitation so restrictive that only one or a small number of vendors is capable of responding to the solicitation? If so, were those vendors notified of the solicitation? **Response: the RFPs were not restrictive; they solicited typical operation services capable of being provided by consulting firms.**
- 2) Was the solicitation advertised and posted on the County website as required? **Response: yes.**
- 3) Would we be likely to obtain greater vendor participation by advertising in other venues (e.g. New York State Contract Reporter, trade journals, other local media, etc.)? **Response: the RFPs were advertised on NYSCR and Newsday.**
- 4) Was the NIGP commodity code used to conduct the solicitation appropriate? Were appropriate vendors registered with the County for that commodity code or otherwise notified? **Response: not applicable to this contract.**
- 5) Is the market for the specified goods or services structurally limited (i.e. are there geographic, capital, vendor capacity, service schedule, or other requirements) such that the greater vendor participation is not possible? **Response: not applicable to this contract.**
- 6) Survey vendors that received notice of the solicitation but did not respond to determine why the vendor chose not to do so. Typical responses include but are not limited to:
  - a. The vendor did not see the advertisement. **Response: more than twenty (20) firms downloaded the RFPs from the County website.**



Kenneth G. Arnold, Commissioner

October 21, 2019

Page 2

SUBJECT: Low Participation for Design RFP PW-T62000-06E

- b. The vendor does not offer the specified goods/services-as a follow-up, ask if the specification is too specific to a competitor's product (is the specification "brand-specific" or written to one manufacturer's or service provider's offering?)  
***Response: not applicable to this contract.***
- c. The vendor is too busy with other work at this time ***Response: could be a contributing factor, seeing as the responses were that the vendors didn't have personnel available for this contract.***
- d. The vendor is not interested in pursuing a County contract at this time—as a follow-up, as why this is the case. ***Response: as explained in the second paragraph of this memorandum, vendors cited the lack of available personnel for the contract.***



Joseph G. Pecora

Deputy Commissioner

JGP:jd

- c: Christopher Nolan, Deputy Budget Director
- Jane Houdek, Attorney for Public Works
- Harold T. Lutz, Director of Traffic Engineering
- ✓ Jeff P. Lindgren, Project Manager

APPROVED:



Kenneth G. Arnold  
Commissioner

Date

DISAPPROVED:

Kenneth G. Arnold  
Commissioner

Date

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

**TO:** Jeff Lindgren, Project Manager

**FROM:** Office of the Commissioner

**DATE:** January 22, 2019

**SUBJECT:** CSEA Sub-Contracting Approval  
**C19-003** –TMC Operations Personnel Phase 3  
Proposed Contract Number: T62000-04E

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C19-003**.

Please prepare the necessary documentation to proceed with your work.

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



Roseann D'Alleva  
Deputy Commissioner

RD:las

c: Harold T. Lutz, Director of Traffic Engineering  
Loretta Dionisio, Assistant to Deputy Commissioner  
Jonathan Lesman, Management Analyst II



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

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

**FROM:** Department of Public Works

**DATE:** December 31, 2018

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
TMC Operations Personnel Phase 3  
Contract No. T62000-04E

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

1. DPW plans to recommend a contract/agreement for the following services:  
Engineering
2. The work involves the following: Twenty-four (24) hour operation of the County's Traffic Management Center.
3. An estimate of the cost is: \$2,500,000.00
4. An estimate of the duration is: Thirty-six (36) months
5. Due to the nature and complexity of this work, historically, projects of this type have not been completed utilizing County work force.

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



Roseann D'Alleva  
Deputy Commissioner

RD:HTL:ac

- c: Christopher Nicolino, Director, Office of Labor Relations  
Loretta Dionisio, Assistant to Deputy Commissioner  
Christopher Yansick, Unit Head, Financial Management Unit  
Diane Pyne, Unit Head, Human Resources  
Harold T. Lutz, Director of Traffic Engineering  
Jonathan Lesman, Management Analyst II  
Jeff Lindgren, Project Manager



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)**

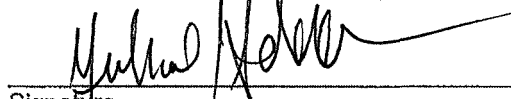
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(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.

Michael Salatti, P.E.

Name and Title of Authorized Representative

m/d/yy



12/19/2019

Signature

Date

Greenman - Pedersen, Inc.

Name of Organization

325 West Main Street, Babylon, NY 11702

Address of Organization



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2019

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

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

<b>PRODUCER</b> PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	<b>CONTACT</b> NAME: Karl Huckle PHONE (A/C, No, Ext): 516-869-8788 E-MAIL ADDRESS: khuckle@genattgrp.com	<b>FAX</b> (A/C, No): 1-516-706-2973
<b>INSURED</b> Greenman Pedersen, Inc. 325 West Main Street (Babylon, NY) Babylon NY 11702		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Starr Indemnity & Liability Company INSURER B : Liberty Insurance Corporation INSURER C : Berkley Insurance Company INSURER D : XL Specialty Insurance Company INSURER E : INSURER F :
		<b>NAIC #</b> 38318 42404 32603 37885

**COVERAGES****CERTIFICATE NUMBER:** 619140741**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	1000025533191	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	1000198539191	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	TH7-611-260851-028	12/31/2018	1/13/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000002543 1000002541	12/31/2019 12/31/2019	12/31/2020 12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D C	Property Professional Liability			UM00082200MA19A AEC903389901	12/31/2019 12/31/2019	12/31/2020 12/31/2021	Valuable Papers \$500,000 Each Claim \$5,000,000 Aggregate \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

RE: BAB-2019066.00 - RFP PW-T62000-06E TMC Personnel Phase 3 PIN 0760.60.

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

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

Nassau County Department of Public Works  
1550 Franklin Avenue  
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.


AUTHORIZED REPRESENTATIVE

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**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

**CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN**

**Part 1- General Information:**

Consultant/Contractor Name: Greenman-Pedersen, Inc.
Address (street/city/state/zip code): 325 West Main Street, Babylon, NY 11702
Authorized Representative (name/title): Michael Salatti, P.E. Vice President/Director
Authorized Signature: 
Contract Number: RFP NO. PW-T62000-06E / PIN 0760.60
Contract/Project Name: Traffic Management Center Operations
Contract/Project Description: Performance of daily functions of the County's Traffic Management Center facility in Westbury, New York. General traffic engineering and operational services related to the TMC, traffic signal timing assignments and intelligent transportation systems assignments

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

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$2,704,371.00		
Total MBE Dollar Amount	\$ 0.00	MBE Contract Percentage	0%
Total WBE Dollar Amount	\$ 0.00	WBE Contract Percentage	0%
Total Combined M/WBE Dollar Amount	\$ 0.00	Combined M/WBE Contract Percentage	0%