

**CF (Capital)****E-45-16 CF****Contract Details**

SERVICE "On-Call" Traffic Engineering

NIFS ID #: CFPW/60000005 NIFS Entry Date: 1/20/16 Term: from execution to 2 years

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

Agency Information

Vendor		County Department	
Name Greenman-Pedersen, Inc.	Vendor ID# 11-2537074	Department Contact Aryeh Lemberger	
Address 325 West Main Street	Contact Person Denise Carter, PE	Address 1194 Prospect Ave., Westbury, NY	
Babylon, NY 11702	Phone 631-587-5060	Phone 516-571-9332	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	1/21/16	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	1/21/16	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	1/22/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
1/22/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/25/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1/25/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/25/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	1/25/16	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
1/25/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	1/25/16	<i>[Signature]</i>	



Contract Summary

Description: Provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit
Purpose: The purpose of this agreement is to make available to the Department engineering and inspection resources needed to complete specialized traffic projects with specific time constraints.
Method of Procurement: A formal Request For Proposals (RFP) process was conducted to prepare the services.
Procurement History: An RFP was released on September 23, 2015 and was advertised in Newsday and on the County website. In reply to the RFP we received proposals from fourteen firms. A team of five engineers, conducted the selection process and established a technical ranking based on the proposals.
Description of General Provisions: The selected Firms will provide traffic engineering services on an "on-call" basis. Specific work requests will be conveyed to each selected firm, who will then provide a scope of work to provide the services requested. A specific scope of work will be provided for each proposed item of work. A specific cost proposal will be developed for each item. The Firms will be reimbursed for direct labor costs based on approved wage rates and agreed upon multiplier. The maximum dollar ceiling is Six Hundred Thousand Dollars (\$600,000.00).
Impact on Funding / Price Analysis: Funding for this Agreement will come from various appropriate capital projects and/or the Department's operating budget. The funding source will depend on the proposed scope of services.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Given the overall benefit of this project and the positive impact on public safety, it is recommended that this Agreement be approved as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	500
Object:	00002
Transaction:	CF

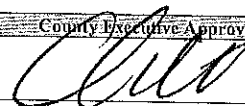
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/62500/00002	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 1/25/16
Date	Date	(For Office Use Only)
		E #:

PRJCT	PRJCT DE FUND	DOC NO	DOC SFX	CST	GRP	CURR AMT	PAID AMT	BALANCE	RETAINAGE	CNTRCT : VENDOR SFX	VENDOR NAME
61587 CMO	CAP	CFPW14000056	2		2	\$ 175,000.00	\$ -	\$ 175,000.00	\$ -	20151008	1 GREENMAN PEDERSEN INC
61587 CMO	CAP	CFPW14000009	2		3	\$ 30,500.00	\$ 24,735.48	\$ 5,764.52	\$ -	20141105	1 GREENMAN PEDERSEN INC
61587 CMO	CAP	CFPW14000009	1		3	\$ 0.01	\$ -	\$ 0.01	\$ -	20140415	1 GREENMAN PEDERSEN INC
63029 CMO	CAP	CFPW14000009	3		3	\$ 338,551.20	\$ -	\$ 338,551.20	\$ -	20150106	1 GREENMAN PEDERSEN INC
63400 SAN001	CAP	CFPW14000056	1		2	\$ 0.01	\$ -	\$ 0.01	\$ -	20150107	1 GREENMAN PEDERSEN INC

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Greenman-Pedersen, Inc.

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. X The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on September 23, 2015. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on October 9, 2015. Fourteen (14) proposals were received and evaluated. The evaluation committee consisted of Kenneth G. Arnold, P.E., Assistant to Commissioner; Richard P. Millet, Chief Deputy Commissioner; Aryeh Lemberger, Unit Head, Traffic Engineering Unit; Sheila Dukacz, Signal Management Section Head; and Michael Hagan, P.E., Traffic Engineer I. The proposals were scored and ranked. As a result of the scoring and ranking, the five highest-ranking proposers were 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.

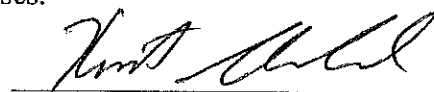
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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.

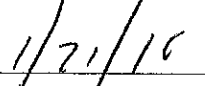
IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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



Department Head Signature


Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: November 24, 2015

SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-01D

This Department intends to procure "On-Call" Traffic Engineering Services for our Traffic Engineering Unit. The services typically provided under an "On-Call" Services agreement include general traffic engineering, inspection, drafting, data collection, traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, preparation and/or review of traffic impact studies, design of traffic calming measures and asset management system development.

A team of five (5) engineers conducted the consultant selection process and established a technical ranking based upon the evaluation of proposals. The review team included: Kenneth G. Arnold, P.E., Assistant to Commissioner; Richard P. Millet, Chief Deputy Commissioner; Aryeh Lemberger, Unit Head, Traffic Engineering Unit; Sheila Dukacz, Signal Management Section Head; and Michael Hagan, P.E., Traffic Engineer I.

In reply to our Request for Proposals, which was advertised in Newsday and on the County website, we received proposals from fourteen firms. In accordance with County Executive Order No. 1-1993 and Board of Supervisors Resolution 928-1993, these proposals were reviewed. The fourteen (14) firms that submitted proposals for review along with the results of the technical ranking and their proposed multipliers for design and inspection work are shown in the chart below.

Firm	Technical Score	Technical Rank	Design/Inspection Multiplier
Greenman-Pedersen, Inc.	95.4	1	2.60/2.20
Nelson & Pope Engineers & Surveyors	93.4	2	2.65/2.20
LiRo Engineers, Inc.	85.4	3	2.50/2.50
L.K. McLean Associates, P.C.	84.8	4	2.50/2.25
The RBA Group	83.8	5	2.50/2.25
Cameron Engineering & Associates, LLP	79.8	6	2.75/2.40
M&J Engineering, P.C.	79.4	7	2.30/2.30
Parsons Brinckerhoff	72.6	8	2.827/2.827
Cashin Associates, P.C.	71	9	2.80/2.50
Lockwood, Kessler & Bartlett, Inc.	68	10	2.7/2.3
Schneider Engineering, PLLC	67.6	11	3.00/3.00
SIMCO Engineering, P.C.	67.2	12	2.49/2.49
Gibbons, Esposito & Boyce Engineers, P.C.	63.6	13	2.70/2.30
VHB Engineering, Surveying and LA, P.C.	Disqualified	14	N/A



It should be noted that no specific cost proposals were requested with this RFQ/RFP since the services are of an "On-Call" nature and a specific scope of work cannot be defined. The Department intends to award "on-call" agreements to the five (5) highest ranked firms. The firms selected will be required to submit a cost proposal on a case by case basis for review and approval for each item of work proposed under this agreement. Payments to the firms will be based on actual salaries paid to their personnel times a multiplier. Since there is no specific scope of work, there is no specific cost identified. However, based on previous years, we estimate approximately \$600,000.00 worth of work through this agreement. The agreements would have a term of two (2) years with the option to extend for one (1) additional year. Each firm, as part of this RFQ/RFP, was requested to submit a proposed multiplier for design services and a proposed multiplier for inspection services. These multipliers will be capped at a rate to be determined through contract negotiations.

The Department recommends that the following firms be retained for these services:

Firm/Address	Proposed Sub-Consultants/Address/MBE/WBE
Greenman-Pedersen, Inc. 325 West Main Street Babylon, NY 11702	M & J Engineers, P. C. (MBE) 52 South Terrace Place Valley Stream, NY 11580 TRIP Consultants Corp. 311 85th Street Brooklyn, NY 11209
Nelson & Pope Engineers & Surveyors 572 Walt Whitman Road Melville, NY 11747	Traffic Databank (MBE) 716 South Sixth Avenue Mt. Vernon, NY 10550 B. Thayer Associates (WBE) 100 Crossways Park Drive West Suite 104 Woodbury, NY 11797
LiRo Engineers, Inc. 3 Aerial Way Syosset, NY 11791	American Traffic Information, Inc. 336 Pulaski Avenue Staten Island, NY 10303 Traffic Counts Collecting, Inc. (WBE) 65-39 Maurice Avenue Woodside, NY 11377 Wiley Engineering, P.C. (MBE) 800 Veterans Memorial Highway Suite 302 Hauppauge, NY 11788
L.K. McLean Associates, P.C. 437 South Country Road Brookhaven, NY 11719	CSM Engineering, P.C. (WBE) 626 RXR Plaza Uniondale, NY 11556 Wiley Engineering, P.C. (MBE) 800 Veterans Memorial Highway Suite 302 Hauppauge, NY 11788

Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive
November 24, 2015
Page three
SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-01D

The RBA Group, Inc.
40 Marcus Drive
Suite 201
Melville, NY 11747

Wiley Engineering, P.C. (MBE)
800 Veterans Memorial Highway
Suite 302
Hauppauge, NY 11788

Traffic Databank (MBE)
716 South Sixth Avenue
Mt. Vernon, NY 10550
Traffic Counts Collecting, Inc. (WBE)
65-39 Maurice Avenue
Woodside, NY 11377

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

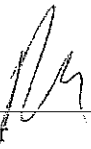
Please indicate whether you approve or disapprove of our recommendation and return this memo to this office for appropriate action.


Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:AL:pl

c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Aryeh Lemberger, Unit Head, Traffic Engineering Unit
Sheila Dukacz, Section Head, Signal Shop
Michael Hagan, Traffic Engineer I
Jonathan Lesman, Management Analyst II

APPROVED:


Richard R. Walker
Chief Deputy County Executive

12/1/2015
Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

REQUEST TO INITIATE

RTI Number 15-0290

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

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

☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: Traffic Engineering "on-call"Department: Public Works Project Manager: A. Lemberger Date: 7/8/15Service Requested: Traffic Engineering on-call servicesJustification: The Traffic Engineering Unit of DPW requires specialized assistance on an on-call basis.Requested by: DPW Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) _____
Circle appropriate phaseTotal Project Cost: TBD
Includes, design, construction and CMDate Start Work: 1/1/16
Phase being requestedDuration: 2 years
Phase being requestedCapital Funding Approval: YES ☒ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):
See Attached Sheet if multiple ☐62500NIFS Entered: _____
SIGNATURE DATEAIM Entered: Anthony Marino 9-11-15
SIGNATURE DATEFunding Code: 62500 000
use this on all encumbrancesTimesheet Code: 15-0290
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐

SIGNATURE

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

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval: YES NO Signature _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

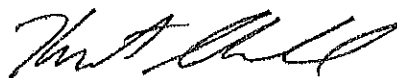
DATE: November 17, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Requirements Contract
Proposed Contract No: T62500-01D

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:
"On-Call" Traffic Engineering Services for the Department's Traffic Engineering Unit.
2. The work involves the following: Providing traffic engineers, inspectors, draftsmen, technicians and other staff on an "as needed" basis for various traffic engineering related projects including, but not limited to: traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, data collection, preparation and/or review of traffic impact studies, traffic signal inspection, and asset management system development.
3. An estimate of the cost is: \$600,000.00
4. An estimate of the duration is: Twenty-four (24) months

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


Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:AL:pl

c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Aryeh Lemberger, Unit Head, Traffic and Engineering Unit
Patricia Kiyo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II



E-45.14

RULES RESOLUTION NO. 54 2016

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.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-7-16
VOTING:
ayes 4 nays 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Greenman-Pederson, Inc. for "On-Call" Traffic Engineering Services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

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) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Greenman-Pedersen, Inc., a consultant firm having its principal office at 325 West Main Street, Babylon, NY 11702 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2017 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement, on an as needed basis, consist of, but may not be limited to general traffic engineering, signal design, roadway geometry design, pavement marking design, sign design, general design services, construction inspection services, construction management services, data collection, traffic analyses, Computer Aided Design (CAD) and drafting, signal warrant surveys, left turn warrant surveys, traffic impact analyses, traffic counting services, general traffic studies, traffic signal progression studies, fiber optic communication design, Synchro analyses, traffic calming studies, management systems development, traffic management center construction and operations, providing traffic engineers, providing intelligent transportation system specialists, and providing technicians. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) 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 Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided they have been approved in advance by the Department in writing, and are subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the

project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

(2) Testing Laboratory Services, controlled inspections, and the like.

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

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

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

(6) Direct costs incurred in the relocation of the Firm's temporary field offices.

(7) Other comparable expenses as approved by the Department.

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, including any Extra Services that may be so authorized, shall not exceed **Six Hundred Thousand (\$600,000.00)** dollars.

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

(c) Timing of 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 Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm 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 Firm acknowledges that Firm's Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

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

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

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

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii)

waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

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

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

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

(c) Firm's 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's Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm's Agent has been approved by the County.

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

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

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative

service charge of five hundred thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. 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: M. Denise Carter, P.E.
Title: Sr. Vice President / Branch Manager
Date: January 14, 2016

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss.:

On the ____ day of January in the year 2016 before me personally came M. Denise Carter, P.E. to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of Nassau; that she is the Sr. VP / Branch Manager of Greenman-Pedersen, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Aden Ringel

ADEN RIMPEL
Notary Public, State of New York
No. 01R16077065
Qualified in Suffolk County
Commission Expires July 1, 2018

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"

DETAILED SCOPE OF SERVICES

The services to be provided by the firm under this agreement shall consist of all required professional services for the various traffic engineering assignments, including but not limited to general traffic engineering, signal design, roadway geometry design, pavement marking design, sign design, general design services, construction inspection services, construction management services, data collection, traffic analyses, Computer Aided Design (CAD) and drafting, signal warrant surveys, left turn warrant surveys, traffic impact analyses, traffic counting services, general traffic studies, traffic signal progression studies, fiber optic communication design, Synchro analyses, traffic calming studies, management systems development, traffic management center construction and operations, providing traffic engineers, providing intelligent transportation system (ITS) specialists, providing CAD operators, and providing technicians ("Services").

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

The Firm shall provide copies of any and all sample/test reports, design calculations and other data to the County. Copies of all drawings and specifications shall also be provided to the County in electronic format. Any drawings are to be prepared in a computerized format suitable for incorporation into the County's GIS. All CAD drawings and designs shall be provided in a County approved format and in conformance with the layering standards developed by the Traffic Engineering Unit.

Upon the County's request, at any time during the term of this Agreement, the Firm shall change or revise any or all drawings and specifications.

The Firm shall evaluate potential changes, budget and schedule impacts.

The Firm shall attend, with subcontractors as appropriate or requested by the County, all regularly scheduled meetings. The Firm shall prepare and distribute meeting minutes for all meetings unless otherwise directed by the County.

The County shall develop a detailed scope of work for each potential assignment to be undertaken as part of this Agreement. The Firm will be required to submit a scope of work, staffing chart and cost proposal specific to the detailed scope of work requested by the County.

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

Appendix "B"

Payment Schedule

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

- A. The Firm shall be paid on the basis of **2.60** times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, other than inspection services and **2.20** times the actual salaries or wages paid to the technical personnel engaged in the work for inspection services, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals, while engaging in a technical capacity in the project, on the same basis as technical personnel. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175.00) per hour**.
- B. With regard to any task for which payment is calculated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention hereby that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.
- C. The firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on this project, they must submit such employees' names, their titles and proposed salaries, and receive prior written approval from the Commissioner.
- D. Claims for services performed shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.
- E. Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.
- H. Extra Services or Additional Costs. If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein and calculated in accordance with either paragraph A above. Such extra services are to be provided only after written authorization by the Department.

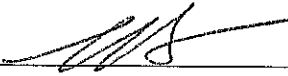
APPENDIX C
DISCLOSURE STATEMENT

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

1. Name of Firm: Greenman - Pedersen, Inc.
Address: 325 West Main Street
City and State: Babylon, NY Zip Code 11702
2. Firm's Vendor Identification Number: 11-2537074
3. Type of Business:
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☒ Closely Held Corp. ☐ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)
- Ralph Csogi, P.E., CEO/President, [REDACTED]
Gary T. Etter, P.E., COF, [REDACTED]
Michael J. Buoncore, CFC [REDACTED]
M. Denise Carter, P.E., Sr. VP/Branch Manager [REDACTED]
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
- As of October 1, 2006, 100% of Greenman-Pedersen, Inc. is owned by Greenman-Pedersen, Inc. Employee Stock Ownership Trust (ESOT)
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary). None

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

Dated January 15, 2016

Signed 
Print Name M. Denise Carter, P.E.
Title Sr. Vice President / Branch Manager

COUNTY OF NASSAU

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

1. Name of the Entity: Greenman- Pedersen, Inc.
Address: 325 West Main Street
City, State and Zip Code: Babylon, NY 11702
2. Entity's Vendor Identification Number: 11 -2537074
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Ralph Csogi, P.E., CEO/President, [REDACTED]
Gary T. Etter, P.E., COF, [REDACTED]
Michael J. Buoncore, CFO/Sr. VP, [REDACTED]
M. Denise Carter, P.E., Sr. VP/Branch Manager [REDACTED]
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

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

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

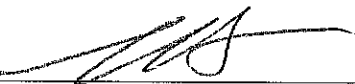
(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

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

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

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

Dated: January 15, 2016

Signed: 

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

Title: Sr. 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.

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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; or to otherwise engage in lobbying activities as the term is defined herein. 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.

N/A

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

N/A

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

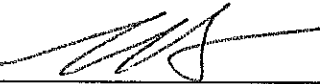
N/A

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

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

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.

Dated: 01/15/16

Signed: 

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

Title: Sr. VP / Branch Manager

Page 4 of 4:

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

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

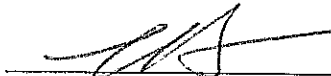
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

M. Denise Carter, Senior Vice President/ Branch Manager

01/15/16

Name and Title of Authorized Representative

m/d/yy



Signature

01/15/16

Date

Greenman-Pedersen, Inc.

Name of Organization

325 West Main Street, Babylon, NY 11702

Address of Organization

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name M. Denise Carter
Date of birth 10 / 16 / 1960
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 325 West Main Street
City/state/zip Babylon, NY 11702
Telephone 631.587.5060
Other present address(es) n/a
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

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

President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Sr. Vice President 07 / 15 / 2000

(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
NO X YES 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? NO X YES If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ; 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? NO X YES 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? NO X YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ____ If Yes, provide details for each such occurrence.

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

CERTIFICATION

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

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

Sworn to before me this 15 day of January 2016



Notary Public

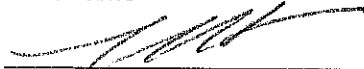
ADEN RIMPEL
Notary Public, State of New York
No. 01RI6077065
Qualified in Suffolk County
Commission Expires July 1, 2018

Greenman - Pedersen, Inc.

Name of submitting business

M. Denise Carter, P.E.

Print name



Signature

Sr. Vice President / Branch Manager

Title

01 / 15 / 2016

Date

APPENDIX "L"

Certificate of Compliance

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

- Sr. Vice President
1. The ~~chief executive officer~~ of the Contractor is:

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

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

631-587-5060 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor X has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

Please see, Secretary of the Labor Cabinet Commonwealth of Kentucky

v. GPI Greenman Pedersen, Inc., KOSHRC Docket No. 4769-10.

disclosed in response 14(e) of the Business History Form

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

Please see, Secretary of the Labor Cabinet Commonwealth of Kentucky

v. GPI Greenman Pedersen, Inc., KOSHRC Docket No. 4769-10.

disclosed in response 14(e) of the Business History Form

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

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

October 7, 2015

Dated




Signature of ~~Chief Executive Officer~~
Senior Vice President

M. Denise Carter, P.E.

Name of Chief Executive Officer

Sworn to before me this

7th day of October, 2015.


Notary Public

ADEN RIMPEL
Notary Public, State of New York
No. 01RI6077085
Qualified in Suffolk County
Commission Expires July 1, 2018

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: January 15, 2016

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

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

List all other business addresses used within last five years: See attached

3) Mailing Address (if different): _____

Phone: 631-587-5060

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 0659-3532

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

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

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No If Yes, please provide details: See attached

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No If Yes, provide details: See attached

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No X 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 bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
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 X No ___ If Yes, provide details for each such investigation. See attached

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state, and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes X No ___ If Yes, provide details for each such investigation. See attached

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

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. See attached explanation

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction See attached explanation

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

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

occurrence. See attached

- 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? No X Yes ____; If Yes, provide details for each such instance. _____
-
-

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

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

17) Conflict of Interest:

- a) Please disclose:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

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

- 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.

a) No Conflict of Interests Exist

b) 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 interests.

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 15 day of January 2016

Aden Rimpel
Notary Public

ADEN RIMPEL
Notary Public, State of New York
No. 01RI6077065
Qualified in Suffolk County
Commission Expires July 1, 2018

Name of submitting business: Greenman-Pedersen, Inc.

By: Michael J. Buoncore

Michael J. Buoncore
Print name
Signature

CFO / Treasurer / Sr. VP
Title

01 / 15 / 2016
Date

GREENMAN-PEDERSEN, INC.
EIN #: 11-2537074

January 5, 2016

NASSAU COUNTY DEPARTMENT OF PUBLIC Works
BUSINESS HISTORY FORM

QUESTION 2

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

Babylon Satellite Offices
21 West 38th Street
6th Floor
New York, NY 10008

ALBANY, NY OFFICE
80 Wolf Road, Suite 300
Albany, NY 12205

Satellite Offices
150 Dorset Street, PMB 248
South Burlington, VT 05403

34871 Olive Tree Lane
Yucalpa, CA 92399

620 North J Street
Tacoma, WA 98403

BUFFALO, NY OFFICE
4950 Genesee Street, Suite 165
Buffalo, NY 14225

Satellite Offices
20 Wildbriar Street, Suite E
Rochester, NY 14623

Thomas Wolanski, Engineering Manager
200 Harrison Street, Suite H-2
Jamestown, NY 14701

MONTEBELLO, NY OFFICE
400 Reila Boulevard, Suite 207
Montebello, NY 10901

SCRANTON, PA OFFICE
50 Glenmaura National Boulevard, Suite 301
P.O. Box 5777
Scranton, PA 18505

Satellite Office
4900 Ritter Road, Suite 110
Mechanicsburg, PA 17055

WILMINGTON, MA OFFICE
181 Ballardvale Street, Suite 202
Wilmington, MA 01887

ROCKVILLE, MD OFFICE
530 Gaither Road, Suite 100
Rockville, MD 20850

Tallahassee, FL
1590 Village Square Boulevard
Tallahassee, FL 32309

ANNAPOLIS JUNCTION, MD OFFICE
10977 Guilford Road
Annapolis Junction, MD 20701

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

601 West Bagely Road
Berea, OH 44017

7870 Thorndike Road
Greensboro, NC 27409

LEBANON, NJ OFFICE
100 Corporate Drive, Suite 301
Lebanon, NJ 08833

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

55 Shrewsbury Avenue Suite A
Red Bank, NJ 07701

Tampa, FL
1000 North Ashley Drive Suite 100
Tampa, FL 33602

Satellite Offices
423 South Keller Road Suite 300
Orlando, FL 34474

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

12 South Main Street
Brooksville, FL 34601

Wilmington, MA
181 Ballardvale Street, Suite 202
Wilmington, MA 01887

Satellite Office
14 Manchester Square, Suite 150
Portsmouth, NH 03801

176 Main Street
Southbridge, MA 01550

GREENMAN-PEDERSEN, INC.
EIN#: 11-2537074

January 07, 2016

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

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

FEIN 35-2221195

GPI Engineering and Surveying, LLP

325 West Main Street, Babylon, New York 11702

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

FEIN 38-2563749

Corrosion Control Consultants and Labs, Inc.

4403 Donker Court SE, Kentwood, MI 49512

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

FEIN 38-3390280

Tinklenberg Associates, LLC

4403 Donker Court SE, Kentwood, MI 49512

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

FEIN 56-1917382

Independent Mapping Consultants, Inc.

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

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

FEIN 80-0316965

Keller & Kirkpatrick, Inc.

301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950

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

FEIN 32-0363167

GPI Michigan Inc.

4403 Donker Court SE, Kentwood, MI 49512

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

FEIN 59-2405375

Underwater Engineering Services, Inc.

3306 Enterprise Road, Fort Pierce, FL 34982

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

FEIN 45-0535502

Aerial Cartographics of America, Inc.

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

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

GREENMAN-PEDERSEN, INC.
EIN #: 11-2537074

Updated January 7, 2016

NASSAU COUNTY DEPARTMENT OF PUBLIC Works
BUSINESS HISTORY FORM

QUESTION 8

Does the business control one or more other businesses? YES

SUBSIDIARY:

Corrosion Control Consultants & Labs, Inc.
4403 Donker Court S. E., Kentwood, MI 49512
FEIN: 38-2563749 From 06/01/08 to Present

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

GPI Michigan, Inc.
4403 Donker Court S.E., Kentwood, MI49512
FEIN: 32-0363167 From 12/23/2011 to Present

GREENMAN-PEDERSEN, INC.
EIN #: 11-2537074

Updated January 07, 2016

NASSAU COUNTY DEPARTMENT OF PUBLIC Works
BUSINESS HISTORY FORM

QUESTION 9

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

AFFILIATES:

Aerial Cartographics of America, Inc.
FEIN 45-0535502
423 South Keller Road
Suite 300
Orlando, FL 32810

Independent Mapping Consultants, Inc.
FEIN 56-1917382
508 West 5th Street
Suite 150
Charlotte, NC 28202

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

SUBSIDIARY OF OR CONTROLLED: N/A

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

i) State of Florida v Patricia Ann Marazzi, Circuit Court St. Lucie County, Florida Docket No. 562010CF002075A. Based on an internal audit, there was evidence that Patricia Marazzi, former Vice President, of Instrument Sales, Inc., a Florida based retail sales affiliate of Greenman-Pedersen, Inc., which was dissolved effective November, 2013, improperly diverted company money for personal use. Ms. Marazzi was terminated on February 16, 2010, and charges were filed with the local police department. Internal controls of Instrument Sales, Inc. were subsequently reviewed and refined to facilitate detection of any similar situation. GPI has no actual knowledge that the wrongdoing which was discovered involved any government entity.

Ms. Marazzi pled no contest to the charge of First Degree Grand Theft, and was sentenced in May, 2011. Ms. Marazzi was released from custody on December 1, 2013 under actively supervised probation. Her probation period is set for seven years and is scheduled to end on November 30, 2020.

Since her termination in February 2010, the only relationship between GPI and Ms. Marazzi is monies owed to her through ERISA governed plans including a GPI Employee Stock Ownership Plan and 401(K), which accrued during her period of employment.

ii) The People of the State of New York v. American Standard Testing and Consulting Laboratories, Inc., et al, New York State, Supreme Court, Crim. Case # 03439-2011. On August 4, 2011, GPI learned that American Standard Testing and Consulting Laboratories ("ASTC"), a company unrelated to GPI, was the subject of an indictment in a fraud case. GPI also came to learn that an officer of GPI, Michael Rabkin, New York, was one of the defendants charged in the indictment. Mr. Rabkin had been moonlighting for ASTC without GPI's knowledge and in violation of existing company policy. In light of the serious nature of the charges and that Mr. Rabkin's moonlighting was against company policy, GPI terminated the employment of Mr. Rabkin effective as of August 5, 2011, the day after it had knowledge of the matter. GPI had no prior knowledge of the issues which were the subject of the indictment. No action has been taken against GPI in this matter.

Based on publicly available information, in The People of the State of New York v. American Standard Testing and Consulting Laboratories, Inc., et al, New York State, Supreme Court, Crim. Case # 03439-2011. Michael Rabkin, a former officer of GPI, pled guilty to two counts of Falsifying Business Records in the First Degree on or about December 13, 2012 in connection with a portion of the indictment related to the apparently private, Citigroup project, count 25, and was sentenced on August 11, 2015 to Three Years Conditional Discharge.

Responded to [REDACTED]



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

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

See, The People of the State of New York v. American Standard Testing and Consulting Laboratories, Inc., et al, New York State, Supreme Court, Crim. Case # 03439-2011, disclosed in response to question 12.

See, State of Florida v. Patricia Ann Marazzi, Circuit Court St. Lucie County, Florida Docket No. 562010CF002075A, disclosed in response to question 12.

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

Question 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. (Refer to Additional Backup)

a) Any felony charge pending? No

NOTE: In the course of preparing the update to GPI's response submitted on or about November 11, 2015, and review of the question, GPI determined that the matters involving Messrs. Rabkin, a former officer, and Pumo, a former managerial employee related to the business of American Standard Testing and Consulting Laboratories, Inc. and Ms. Marazzi, involving the business of a GPI affiliate, Instrument Sales, Inc., previously reported in response to this question were not responsive to Question 14. However, the matters involving Messrs. Rabkin and Pumo and Ms. Marazzi are reported in Questions 12 & 13.

In the course of preparing the update to GPI's response submitted on or about January 7, 2016, GPI realized that the sentencing information for Bruce Pumo, a former managerial employee, related to work performed for American Standard Testing and Consulting Laboratories, Inc., a company unrelated to GPI, was inadvertently omitted from the prior response. Bruce Pumo, pled guilty to one count of Falsifying Business Records in the First Degree on or about October 2, 2012 in connection with a portion of the indictment related to the apparently private Citigroup project, count 23, and is currently serving a sentence of Five Years Probation. Please see Rabkin matter reported at 12 for case details.

c) In the past 10 years, you been convicted, after trial or 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? No

See, explanation set forth in response to Question 14(a).

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

(i) Secretary of the Labor Cabinet Commonwealth of Kentucky v. GPI Greenman-Pedersen, Inc., KOSHRC Docket No. 4769-10. This administrative claim arose from GPI's notice of intention to contest a Citation and Proposed Penalty issued by the Kentucky Labor Cabinet Occupational Safety and Health Program on August 23, 2010, in connection with a subcontractor's employee's fall while working on the Roebling Suspension Bridge maintenance project. The prime contractor Vimas, had primary responsibility for enforcement of KYOSH standards at the site pursuant to its contract. GPI asserted that it did not have responsibility for general site safety in its role as Coatings Inspectors retained by the Kentucky Transportation Cabinet to augment its staff. KYOSH's hearing officer issued "Findings of Fact, Conclusions of Law, and Recommended Order", dated February 29, 2012 which concluded that GPI was the injured subcontractor employee's "creating employer" and

recommended that the KYOSH Review Commission affirm the Citation and proposed penalty. Based on GPI's evaluation of the applicable administrative rules, GPI paid the proposed penalty of \$4,500.

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

Nassau County RFP

ADDITIONAL BACK UP DOCUMENTATION

REF: Questions 12 and 13

GPI does not believe that the following matter is responsive in the context of either of the subject questions. However, in an abundance of caution and in the spirit of transparency, GPI advises of the following matter:

[REDACTED]

REF: Question 12

[REDACTED]

REF: Question 13

In the course of reviewing Question 13, GPI determined that the most appropriate response to the question is "Yes". As a result of working with outside counsel, GPI understands that although references to the Marazzi and Rabkin matters were previously provided in response to Question 12, it was most appropriate to repeat, by reference, to those two matters in response to Question 13. [REDACTED]

[REDACTED]

Greenman-Pedersen, Inc.
EIN#: 11-2537074

Last Updated January 15, 2016

Nassau County RFP

REF: Question 14 a and 14 c

In the course of preparing this update, GPI reviewed the previous response to this question and noted that the matters involving Mr. Rabkin and Ms. Marazzi, were not responsive to Question 14 (a) and (c) since the conduct of Mr. Rabkin related to the American Standard Testing and Consulting Laboratories, Inc. matter and of Ms. Marazzi, a former Vice President, of Instrument Sales, Inc., a Florida based retail sales affiliate of Greenman-Pedersen, Inc. was not about the conduct of "this business", GPI. Same was and continues to be reported in response to Question 12 and now included by reference in the response to Question 13, rather than continuing to reference the matter in response to Question 14 (a) and (c) as was formerly done.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

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

- B. Indicate number of years in business.

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

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

Company New York City Department of Transportation

Contact Person Ernest Athanailos, P.E., Director of Traffic Operations

Address 34-02 Queens Boulevard

City/State Long Island City, NY 11101

Telephone 718-786-8853

Fax # 718-786-6640

E-Mail Address eathanailos@dot.nyc.gov

Company Suffolk County Department of Public Works
Contact Person William Hillman, P.E., Chief Engineer
Address 335 Yaphank Avenue
City/State Yaphank, NY 11980
Telephone 631-852-4002
Fax # 631-852-4150
E-Mail Address william.hillman@suffolkcountyny.gov

Company Port Authority of New York & New Jersey
Contact Person Jose Rivera, Jr., P.E., Chief Traffic Engineer
Address 2 Gateway Center, 14th Floor
City/State Newark, NJ 07102
Telephone 973-565-7866
Fax # 973-565-7648
E-Mail Address jrivera@panynj.gov

GREENMAN-PEDERSEN, INC
EIN: 11-2537074

January 07, 2016

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO BUSINESS HISTORY FORM

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of Formation: September 9, 1966**
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner**

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

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

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

GREENMAN-PEDERSEN, INC
EIN: 11-2537074

January 07, 2016

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO BUSINESS HISTORY FORM

iii) Name, address and position of all officers and directors of the company;

Name / Home Address	Title / Business Address
Steven B. Greenman, P.E. [REDACTED]	Chairman of the Board 3306 Enterprise Rd., Fort Pierce, FL 34982
Ralph D. Csogi, P.E. [REDACTED]	Chief Executive Officer / President 100 Corporate Drive, Suite 301, Lebanon, NJ 08833
Gary T. Etter, P.E. [REDACTED]	Chief Operating Officer 100 Corporate Drive, Suite 301, Lebanon, NJ 08833
Michael J. Buoncore, CPA [REDACTED]	Sr. Vice President/Chief Financial Officer/Secretary/Treasurer 325 W. Main Street, Babylon, NY 11702
M. Denise Carter, P.E. [REDACTED]	Sr. Vice President/Branch Manager 325 W. Main Street, Babylon, NY 11702
Patrick Kenneally, P.E. [REDACTED]	Sr. Vice President/Branch Manager 80 Wolf Road, Suite 300, Albany, NY 12205 4950 Genesee Street, Suite 165, Buffalo, NY 14225
Frank Scheller, P.E. [REDACTED]	Sr. Vice President/Branch Manager 400 Rella Boulevard, Suite 207, Montebello, NY 10901
Gregory Johnson, P.E. [REDACTED]	Sr. Vice President/Branch Manager 100 Corporate Drive, Suite 301, Lebanon, NJ 08833
Louis Norella, P.E., [REDACTED]	Sr. Vice President/Branch Manager 50 Glenmaura National Blvd., Suite 102, Scranton, PA 18505 355 North 21st Street, Suite 301, Camp Hill, PA 17011
Christer Ericsson, P.E. [REDACTED]	Sr. Vice President/Branch Manager 61 Spit Brook Road, Suite 110, Nashua, NH 03060 105 Central Street, Suite 4100, Stoneham, MA 02180
George (Lew) Brode, P.E. [REDACTED]	Sr. Vice President/ Branch Manager 7650 Standish Place, Suite 109, Rockville, MD 20855
Daniel J. Maletic, P.E. [REDACTED]	Sr. Vice President 10977 Guilford Road, Annapolis Junction, MD 20701
Douglass Robb, P.E. [REDACTED]	Sr. Vice President/Branch Manager 10977 Guilford Road, Annapolis Junction, MD 20701
Joseph Nemmer, P.E. [REDACTED]	Sr. Vice President/Branch Manger 4950 Genesee St., Suite 165, Buffalo, NY 14225

GREENMAN-PEDERSEN, INC
EIN: 11-2537074

January 07, 2016

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
ATTACHMENTS TO BUSINESS HISTORY FORM

Robert Rupert [REDACTED]	Sr. Vice President/Branch Manager 1010 East Adams St., Suite 140, Jacksonville, FL 32202
Sandra Bucklew [REDACTED]	Sr. Vice President/Branch Manager 1590 Village Square Blvd., Tallahassee, FL 32309

- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 1,062 (does not include subsidiaries & affiliates)
- vi) Annual revenue of firm; \$201,157,197.00 (gross)
- vii) Summary of relevant accomplishments See attached
- viii) Copies of all state and local licenses and permits. See attached

B. Indicate number of years in business. 49 Years

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. See attached

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capacity to perform this work. See Attached

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
 Attachment to Business History Form

QUESTION A.vii – Summary of Relevant Accomplishments

QUESTION C.- Bidder's/proposer's capacity and reliability to perform these services

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (In thousands)	Completion Date	Project was completed on time and within budget
1. Nassau County On-Call Traffic Engineering, Various Locations, NY. These projects involve developing plans, specifications and estimates for the reconstruction of County-owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$2,000	2015	Progressing on time/ budget
2. Nassau County On-Call Traffic Engineering, Various Locations, NY. These projects involved developing plans, specifications and estimates for the reconstruction of County-owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	Total Fee: \$742	2012	Yes
3. Nassau County On-Call Traffic Engineering, Nassau County, NY. GPI developed plans, specifications and estimates for the modification and reconstruction of traffic signals that are owned by Nassau County. The following tasks were required to complete this effort: field review and evaluation of existing signal equipment; development of digital base files; providing recommendations for safety and operational improvements; and development of final contract plans.	Nassau County Dept. of Public Works Westbury, NY	Total Fee: \$1,100	2010	Yes
4. Nassau County Traffic Signal Installations, Various Locations, NY. This project involved the development of traffic signal reconstruction plans for seven signals on County roadways.	Nassau County Dept. of Public Works Westbury, NY	\$36 fee	2011	Yes
5. Nassau County Traffic Signal Inspection 1, Various Locations, NY. This project involved installation of traffic signals at new locations and replacement of span wire traffic signals and dated controllers at existing locations.	Nassau County Dept. of Public Works Westbury, NY	\$174 fee	2010	Yes
6. Nassau County Traffic Signal Inspection Line 6, Various Locations, NY. This project involved installation of traffic signals at new locations and replacement of span wire traffic signals and dated controllers at existing locations.	Nassau County Dept. of Public Works Westbury, NY	\$181 fee	2012	Yes
7. Nassau County On-Call Contract for CEI Services to Resurface County Roads, Nassau County, NY. Project involved providing construction inspection services for both night-time and day-time resurfacing of Nassau County roads. Work included milling and asphalt paving of roadways and necessary adjustment of drainage castings for this \$3.2-million project.	Nassau County Dept. of Public Works Westbury, NY	\$3,219	2008	Yes
8. Nassau County Mineola Parking Study, Mineola, NY. GPI studied the existing parking supply and demand to mitigate existing/future parking deficiencies for the Nassau County municipal parking fields in Mineola.	Nassau County Dept. of Public Works Westbury, NY	\$95 fee	2010	Yes
9. Nassau County Traffic Calming - Post Avenue, Westbury, NY. GPI performed a traffic calming study along Post Avenue in the Village of Westbury to identify appropriate traffic calming measures and safety measures that can be applied along the corridor.	Nassau County Dept. of Public Works Westbury, NY	\$40 fee	2007	Yes

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
10. Nassau County Red Light Violation Camera System, Nassau County, NY. Project involved designing 50 red light camera locations for installation on Nassau County roadways.	Client: ATS American Traffic Solutions Staten Island, NY / Owner: Nassau County Dept. of Public Works Westbury, NY	\$340 fee	2011	Yes
11. Nassau County Traffic Signal Timing Progression, Mineola, NY. GPI provided design services for Nassau County to improve their traffic signal timing, and therefore, maximize the use of available roadway capacity. This project created optimum traffic flow patterns thereby reducing vehicle delay, vehicle stops, fuel consumption, and vehicle emissions.	Nassau County Dept. of Public Works Westbury, NY	\$72 fee	2006	Yes
12. Pavement Marking Constructability Review, Various Locations, NY. GPI conducted a constructability review of permanent pavement marking contract drawings developed by other NCDPW consultants corresponding to ongoing Resurfacing Contracts 32, 35, 36, 37, 38, 39, 42, Woodfield Road and Roslyn Road.	Nassau County Dept. of Public Works Westbury, NY	\$30 fee	2015	Yes
13. Old Country Road CCTV Incident Management, Mineola, NY. GPI designed a new CCTV traffic incident management system to maximize the efficiency of traffic flow along Old Country Road. The installation of this closed circuit camera system, which consisted of 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 fee	2006	Yes
14. Old Country Road Signal Replacement, Phase 1, Various Locations, NY. This project provided the design and PS&E plans to construct and upgrade signalized intersections, overhaul outdated equipment, install new fiber optic communication interconnect, and install upgraded displays on the Old Country Road corridor for improved safety and efficiency through the use of new technology.	Nassau County Dept. of Public Works Westbury, NY	\$193 fee	2014	Yes
15. Nassau County Signal Survey Warrant Assessment, Various Locations, NY. GPI modified the existing decades-old Nassau County Traffic Signal Survey and Warrant Report to comply with the new 2010 MUTCD guidelines. This involved a detailed flow chart to assist County employees in efficiently evaluating citizen's requests but still complied with the current MUTCD requirements. Additionally, 60 intersections were evaluated for various signal/turn signal assessments.	Nassau County Dept. of Public Works Westbury, NY	\$99 fee	2012	Yes
16. Cold Spring Road Roundabout Study, Town of Oyster Bay, NY. Conducted a traffic study in order to determine the feasibility of recommending a roundabout at an existing unsignalized intersection of Cold Spring Road and Syosset-Woodbury Road in the Town of Oyster Bay.	Nassau County Dept. of Public Works Westbury, NY	\$12 fee	2007	Yes
17. Nassau County Traffic Design Engineer, Various Locations, NY. GPI is providing an on-site traffic engineer to assist Nassau County with their traffic engineering work efforts.	Nassau County Dept. of Public Works Westbury, NY	\$778 fee	2015	Progressing on time/ budget

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
18. Nassau County Traffic Design Engineer, Nassau County, NY. GPI provided an on-site traffic engineer to assist Nassau County with their traffic engineering work efforts.	Nassau County Dept. of Public Works Westbury, NY	\$82 fee	2012	Yes
19. Beacons for Speed Zones, Various Locations, NY. GPI has been retained by Nassau County to provide contract drawings to install flashing beacon assemblies and upgrade signs in support of speed limit cameras proposed for 50 school zones.	Nassau County Dept. of Public Works Westbury, NY	\$99 fee	2015	Progressing on time/ budget
20. Resurfacing Various County Roads, Mission 7, Various Locations, NY. Resurfacing of 10.2 centerline lane miles of various existing asphalt and composite roadways throughout Nassau County. The goal is to rehabilitate and improve the riding surface quality of the roadways and to extend their service life.	Nassau County Dept. of Public Works Westbury, NY	\$157 fee	2015	Progressing on time/ budget
21. Nassau County Incident Management System, Phase 4, Nassau County, NY. Nassau County with GPI embarked on further developing their ITS infrastructure along various Nassau County corridors by adding CCTV coverage at 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 fee	2012	Yes
22. Nassau County Traffic Signal Expansion, Phase 7, Nassau County, NY. GPI developed plans, specifications and estimates for the reconstruction of 44 County-owned traffic signals and for the installation of 16.5 miles of fiber optic interconnect cable and conduit.	Nassau County Dept. of Public Works Westbury, NY	\$409 fee	2013	Yes
23. Nassau County Traffic Signal Design Group 2, Westbury, NY. GPI developed plans, specifications and estimates for the reconstruction of County owned traffic signals.	Nassau County Dept. of Public Works Westbury, NY	\$57 Fee	2008	Yes
24. Traffic Management Center Operations Personnel, Westbury, NY. This project will provide full-time operations personnel to staff the County's Traffic Management Center (TMC) facility in Westbury, NY.	Nassau County Dept. of Public Works Westbury, NY	\$500 fee	2016	Progressing on time/ budget
25. Nassau County Traffic Sign Inventory and Management System, Nassau County, NY. Development of a computerized traffic sign management system to consolidate sign data information to enhance the inventory, management and maintenance responsibilities of the County.	Nassau County Dept. of Public Works Westbury, NY	\$550 fee-combined	2003	Yes
26. Nassau County Pavement Marking Design - Resurfacing Phase 28, Various Locations, NY. The objective of this assignment was to prepare permanent pavement marking design drawings for nine corridors corresponding to Contract H6270001C, issued by the Nassau County Dept. of Public Works for the year 2011.	Nassau County Dept. of Public Works Westbury, NY	\$22 fee	2012	Yes

October 8, 2015

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
 Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
27. Nassau County Pavement Markings 715G, Nassau County, NY. The objective of this assignment was to prepare permanent pavement marking design drawings corresponding to Contract H6158715G, the second of four roadway resurfacing contracts being issued by the Nassau County Department of Public Works for the year 2009.	Nassau County Dept. of Public Works Westbury, NY	\$39 fee	2009	Yes
28. Superstorm Sandy Emergency Services, Nassau County, NY. GPI is providing assistance in the debris removal effort by auditing the volume of material hauled and providing expertise in tree assessments. In addition, GPI is supporting the FHWA and FEMA reimbursement efforts for emergency and permanent repair to the County's extensive signal system that was damaged. The Signal Management System developed by GPI is being utilized to track and manage the electrical contractor's work orders and records. All information is linked in the system via GIS mapping to identify FAUS roadway identification and preparation of the DDIR reimbursement forms of the approximately 300 locations damaged.	Nassau County Dept. of Public Works Westbury, NY	\$280 fee	2015	Progressing on time/ budget
29. Rockville Centre Bridge Painting, Rockville Centre, NY. The project involved construction inspection services for the rehabilitation and painting of pedestrian bridges over Peninsula Boulevard and Merrick Road in Rockville Centre.	Nassau County Dept. of Public Works Westbury, NY	\$2,687	2010	Yes
30. Suffolk County Closed Loop Signal Projects, Yaphank, NY. Development of a closed loop signal system to ultimately control all Suffolk County traffic signals.	Suffolk County Dept. of Public Works Yaphank, NY	\$992 fee	2015	Progressing on time/ budget
31. Engineering Services and Feasibility for CR 97, Nicolls Road from I-495 LIE to Daniel Webster Drive, Town of Brookhaven, NY. Perform a transportation study to determine the feasibility and construction cost of capacity improvements on CR 97 between the Long Island Expressway and the main entrance to SUNY Stony Brook (Daniel Webster Drive).	Suffolk County Dept. of Public Works Yaphank, NY	\$180 fee	2015	Progressing on time/ budget
32. CR3 Pinelawn Road, from Marcus Drive to Corporate Center Drive, Town of Huntington, NY. Preparation and development of a Design Approval Document (DAD) per the Procedures for Locally Administered Federal Aid Projects and preliminary and final design plans for an approximate 1.6 miles of roadway along CR 3 Pinelawn Road and Ruland Road / Colonial Springs Road in the Town of Huntington.	Suffolk County Dept. of Public Works Yaphank, NY	\$17,000	2015	Progressing on time/ budget
33. CR3 Wellwood Avenue, from Conklin Street to Central Avenue, Town of Babylon, NY. This project involved the preparation and development of a Design Approval Document (DAD) per the Procedures for Locally Administered Federal Aid Projects and preliminary and final design plans for approximately one mile of roadway along CR 3 Wellwood Avenue, Conklin Street and Long Island Avenue in the Town of Babylon.	Suffolk County Dept. of Public Works Yaphank, NY	\$10,500	2015	Progressing on time/ budget

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
 Attachment to Business History Form

SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
34. Suffolk County Closed Loop Signal Project (Design Authorization 3), Yaphank, NY. This project will install new microcomputer controllers, cabinets, communications equipment on County roads and shall connect all required signals to a closed loop signal system operated out of the County's Traffic Engineering office in Yaphank. This project will implement central communications and control at 130 intersections on 18 Suffolk County arterials.	Suffolk County Dept. of Public Works Yaphank, NY	\$666 fee	2017	Progressing on time/ budget
35. Suffolk County Closed Loop Signal Project (Design Authorization 2), Yaphank, NY. Expansion of the installation of microcomputer signal controllers on Suffolk County arterials. Interconnect infrastructure to be installed to provide central surveillance and control capabilities from the County's control center in Yaphank via an outsourced cable link.	Suffolk County Dept. of Public Works Yaphank, NY	\$1,240 fee	2016	Progressing on time/ budget
36. Nicolls Road Alternatives Analysis Study, Various Locations, NY. GPI is evaluating various alternatives to improve transit service along Suffolk County CR-97 including options for Bus Rapid Transit, Transit Signal Priority and queue jumps.	Client: Parsons Brinckerhoff Tampa, FL / Owner: Suffolk County Dept. of Economic Development and Planning Hauppauge, NY	\$97 fee	2015	Progressing on time/ budget
37. Engineering Services in Conjunction with Improvements to CR 17, Phase III, Town of Islip, NY. A two-part project which includes conducting a comprehensive study to determine potential traffic operation improvements at the intersection of CR 17, Carleton Avenue/Wheeler Road and CR 67, Motor Parkway and review and modification of SCDPW specifications to comply with the NYSDOT's Procedures for Federally Aided projects.	Suffolk County Dept. of Public Works Yaphank, NY	\$345 fee	2015	Progressing on time/ budget
38. Safety Improvements on Various County Roads, CR 101, Patchogue-Yaphank Road from Dunton Avenue to CR 99, Woodside Avenue, Town of Brookhaven, NY. Evaluation of five intersections with existing safety and operational concerns and developing various conceptual alternatives to improve these locations. Tasks included review of traffic data and growth forecasts for use in capacity and signal warrant analyses.	Client: Gibbons, Esposito & Boyce Engineers, P.C. Uniondale, NY / Owner: Suffolk County Dept. of Public Works Yaphank, NY	\$25 fee	2015	Yes
39. Town of Hempstead Sign Management System: Design & Implementation, Merrick, NY. Performed inventory on 25,000 traffic signs on Town roadways and developed a digital sign management system for Town employees' use. Developed contract drawings and provided construction inspection.	Town of Hempstead Dept. of General Services Hempstead, NY	\$832 fee	2006	Yes
40. Traffic Study Reviews, Various Locations, NY. GPI reviewed traffic impact studies submitted to the Town for comment. These investigations were performed for various projects, large and small, including the Tanger Mall project, P.J. Ventures involving eight large box stores and the very large Heartland Town Square at Pilgrim State. Efforts involved report review, evaluation of assumption and analyses, validation of data and recommendations regarding appropriateness of mitigation. Expert testimony and affidavits are prepared and presented.	Town of Huntington Huntington, NY	\$35	2005	Yes

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
41. Round Swamp Road Traffic Engineering Design Services, Huntington, NY. This project involves the development of a traffic signal plan and four driver feedback devices, review of existing traffic signing deficiencies, and providing traffic calming recommendations in conformance with the Manual of Traffic Control Devices (MUTCD) guidelines.	Town of Huntington Huntington, NY	\$23 fee	2015	Progressing on time/ budget
42. Round Swamp Road Traffic Safety Study, Huntington, NY. Review of the Round Swamp Road Traffic Safety Study prepared by the Town of Huntington for completeness and conformity with the MUTCD and other design standards.	Town of Huntington Huntington, NY	\$4 fee	2012	Yes
43. Post Avenue Traffic Calming Improvements, Westbury, NY. Traffic engineering services in connection with the preparation of design drawings for the implementation of traffic calming improvements along the corridor of Post Avenue within the Village of Westbury.	Village of Westbury Westbury, NY	\$32 fee	2009	Yes
44. Town of Brookhaven Traffic Sign Inventory, Brookhaven, NY. GPI was hired by the town to develop an inventory program and perform the field data collection for all Town-owned signs. Sign data will be utilized to develop a comprehensive database of sign locations and properties for implementation of a management program to track compliance with current standards for minimum sign retroreflectivity.	Town of Brookhaven Dept. of Traffic/Safety Patchogue, NY	\$765 fee	2015	Progressing on time/ budget
45. Route 110 Bus Rapid Transit Study, Town of Babylon, NY. GPI prepared a study for the implementation of a Bus Rapid Transit System (BRT) on the Route 110 Corridor. Traffic data collection was required for the study, which included traffic counts, field geometry, signal timings, bus routing, ridership information, etc. Using this existing information, a "Baseline" microsimulation traffic model was developed utilizing VISSIM software. This has helped us to study the realistic behavior of traffic operation and visualization of the traffic operational results.	Client: Parsons Brinckerhoff Tampa, FL / Owner: Town of Babylon Lindenhurst, NY	\$33 fee	2010	Yes
46. Town of Smithtown Sign Inventory, Town of Smithtown, NY. GPI assisted with development and implementation of a plan to meet the requirements of recently adopted NYS law for sign retro-reflectivity. The plan included purchase of equipment to measure sign properties, establishment of a methodology to collect and organize sign information, selection of a database format to maintain sign data and development of training for required future efforts.	Town of Smithtown Smithtown, NY	\$15 fee	2009	Yes
47. Islip Inventory & Digital Mapping of Drainage Structures, Town of Islip, NY. This project involved inventorying 18 DPW sectors and digitally mapping the Town of Islip's drainage infrastructure and providing the Town with a tool to comply with GASB-34 requirements.	Town of Islip Islip, NY	\$47 fee	2009	Yes

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
48. Town of Brookhaven Sign Management Technical Support, Brookhaven, NY. GPI assisted the Town with the preparation of documents and information required by NYSDOT for initiation of the Sign Management Program. The various technical support tasks were required for release of \$1.25M Federal Aid for replacement of traffic signs and development of a Sign Management Program.	Town of Brookhaven Farmingville, NY	\$23 fee	2009	Yes
49. Westchester County Traffic Sign Replacement Program, White Plains, NY. GPI conducted the field inventory of all county-owned traffic signs, developing a Sign Management System, and prepared design documents to replace signs as required. In addition, GPI assisted in the bid process, provided design support during construction, inspected the work and provided all necessary construction administration to complete the sign replacements.	Westchester County Dept. of Public Works White Plains, NY	\$647 fee	2007	Yes
50. Traffic Signal Timing and Arterial Optimization, Suffolk County, NY. GPI developed timing plans along various corridors using Synchro software to improve control of 500+ signalized intersections. This project improved service to the traveling public along these corridors by improving safety, maximizing signal timing efficiency, coordinating signal timing, and reducing the overall delay on these arterials.	New York State Dept. of Transportation Albany, NY	\$2,026 fee	2009	Yes
51. Traffic Timing & Arterial Optimization, Various Locations, NY. GPI is developing timing plans along various corridors using Synchro software to improve control of 200+ signalized intersections. This project provides improved service to the traveling public along these corridors by improving safety, maximizing signal timing efficiency, coordinating signal timing, and reducing the overall delay on these arterials.	New York State Dept. of Transportation Albany, NY	\$692 fee	2016	Progressing on time/ budget
52. NYSDOT Traffic Signal Requirements Contracts XXVII & XXVIII, Nassau and Suffolk Counties, NY. GPI redesigned and rebuilt 27 existing NYSDOT signalized intersections conforming to NYSDOT standards and specifications. This effort continued GPI's support of past NYS traffic signal rebuilds and included new signal poles, vehicular and pedestrian signal heads, controller cabinet locations, conduit systems, etc.	New York State Dept. of Transportation Albany, NY	\$394 fee	2013	Yes
53. Traffic Signal Design Requirements, Various Locations, NY. GPI provided traffic signal design services for NYSDOT Region 10 annual requirements contract. GPI was responsible for the preparation of signal design plans, pole load calculations, phasing and sequence diagrams, microcomputer signal operation specifications sheets and estimate of quantities.	New York State Dept. of Transportation Albany, NY	\$755 Fee	2009	Yes

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
54. Engineering, Design and Inspection Services - Citywide ITS Related and Planning Projects, Citywide, NY. GPI is providing planning and design services for citywide intelligent transportation system (ITS) related and planning projects. This agreement provides engineering services for survey, street/highway design, traffic engineering/analysis and simulation, structural design, inspection, shop drawing review, value engineering, construction inspection and constructability review activities.	New York City Dept. of Transportation New York, NY	Total fee to date: \$5,987	2015	Progressing on time/ budget
55. NYCDOT On-Call - Structural Analysis and Design of Signal Poles, New York, NY. Investigation and development of analysis and design modifications to NYCDOT standard traffic signal poles and foundations.	New York City Dept. of Transportation New York, NY	\$44 fee	2009	Yes
56. NYCDOT On-Call - Safe Streets for Seniors Study, Various Locations, NY. Investigate specific intersections and corridors in areas with a high elderly population.	New York City Dept. of Transportation New York, NY	\$334	2015	Progressing on time/ budget
57. NYCDOT On-Call - Superstorm Sandy Reconstruction of Traffic Signal & Street Lighting Facilities, New York, NY. The City of New York retained GPI to supply office engineers to efficiently manage the records of the emergency contracts to repair the damage caused by Superstorm Sandy.	New York City Dept. of Transportation New York, NY	\$796 fee	2015	Progressing on time/ budget
58. NYCDOT On-Call - Citywide Congested Corridor Program Church Avenue and White Plains Road, Various Locations, NY. The project involved conducting capacity analysis at 14 key intersections utilizing Synchro Software for the existing, no-build and the future short-term and long-term scenarios. Pedestrian analysis and air quality assessments were also a part of this project.	New York City Dept. of Transportation New York, NY	\$538 fee	2013	Yes
59. NYCDOT On-Call - Transit Signal Priority System for Lower Manhattan, New York, NY. Study, design and deployment of a Transit System Priority (TSP) system on approximately two miles of multiple roadways, incorporating 34 intersections as part of the 1st and 2nd Avenue Bus Rapid Transit (BRT) project.	New York City Dept. of Transportation New York, NY	\$347 fee	2015	Yes
60. NYCDOT On-Call - Transit Signal Priority System for Hillside Avenue, Queens, NY. The NYCDOT is interested in investigating the possibility of implementing TSP between 165th Street and Braddock Avenue on Hillside Avenue. This is a 3.3-mile-long roadway segment and includes 47 signalized intersections within the proposed study area.	New York City Dept. of Transportation New York, NY	\$972 fee	2015	Progressing on time/ budget

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
61. NYCDOT On-Call - Transit Signal Priority System for Hylan Boulevard, Staten Island and Brooklyn, NY. This project involves the study, design and deployment of a TSP system on approximately 14 miles of roadway, incorporating 71 intersections as part of the NYCWIN Bus Rapid Transit (BRT) project. GPI is responsible for the development of a comprehensive field data collection program, traffic engineering and analysis to optimize the signal timings along the corridor and development of the Aimsun simulation model to evaluate the best method to implement TSP along the route and maximize its efficiency.	New York City Dept. of Transportation New York, NY	\$766 fee	2015	Progressing on time/ budget
62. NYCDOT On-Call - Transit Signal Priority System for Webster Avenue, Bronx, NY. Study, design and deployment of a Transit System Priority (TSP) system on approximately five miles of multiple roadways, incorporating 67 intersections, to address transportation and traffic issues along the planned Bx41 Webster Avenue Select Bus Service (SBS) corridor in the Bronx.	New York City Dept. of Transportation New York, NY	\$784 fee	2015	Progressing on time/ budget
63. NYCDOT On-Call - Transit Signal Priority System for Nostrand Avenue, Brooklyn, NY. This project involves the study, design and deployment of a TSP system on approximately 4.4 miles of roadway; incorporating 34 intersections as part of the NYCWIN Bus Rapid Transit (BRT) project. The project also involves the development of a comprehensive field data collection program, traffic engineering and analysis to optimize the signal timings along the corridor and development of the Aimsun simulation model to evaluate the best method to implement TSP along the route and maximize its efficiency.	New York City Dept. of Transportation New York, NY	\$485 fee	2015	Progressing on time/ budget
64. NYCDOT On-Call - Transit Signal Priority System for Victory Boulevard Extension, Staten Island, NY. This project involves the study, design and deployment of a TSP system on approximately six miles of roadway, incorporating 33 intersections as part of the NYCWIN Bus Rapid Transit (BRT) project.	New York City Dept. of Transportation New York, NY	\$300 fee	2015	Progressing on time/ budget
65. NYCDOT On-Call - Transit Signal Priority System for Utica Avenue, Brooklyn, NY. This project involves the study, design and deployment of a TSP system on approximately four miles of roadway, incorporating 53 intersections as part of the NYCWIN Bus Rapid Transit (BRT) project. GPI was responsible for the development of a comprehensive field data collection program, traffic engineering and analysis to optimize the signal timings along the corridor and development of the Aimsun simulation model to evaluate the best method to implement TSP along the route and maximize its efficiency.	New York City Dept. of Transportation New York, NY	\$361 fee	2015	Progressing on time/ budget
66. NYCDOT On-Call - Transit Signal Priority for Main Street and Kissena/Parsons Boulevard, Queens, NY. Study and design a Transit Signal Priority system for buses along Main Street and Kissena/Parsons Boulevard in Queens, NY.	New York City Dept. of Transportation New York, NY	\$391 fee	2016	Progressing on time/ budget

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (In thousands)	Completion Date	Project was completed on time and within budget
67. NYCDOT On-Call - Transit Signal Priority for M60 125th Street to LaGuardia Airport (Phase 1), Harlem and Astoria, NY. This project will study, design, and deploy a Transit Signal Priority system for M60 Select Buses along approximately seven miles of roadway primarily on 125th Street in Manhattan and Astoria Boulevard to LaGuardia Airport in Queens. The project also includes traffic engineering and analyses to optimize the signal timings along the corridors.	New York City Dept. of Transportation New York, NY	\$288 fee	2015	Progressing on time/ budget
68. NYCDOT On-Call - Sign Information Management System (SIMS) Early Action Contract, New York, NY. This multi-phase project included data collection for approximately 20,000 highway sign assets along 200 centerline miles of limited access highways, over 200 miles of associated ramps and interchanges, and various bridges within the City of New York and integration of inventory data into a prototype database as a proof of concept for the entire SIMS program.	New York City Dept. of Transportation New York, NY	\$199 fee	2012	Yes
69. NYCDOT On-Call - Sign Information Management Systems (SIMS) Primary Contract, Phase 1, Various Locations, NY. GPI performed data collection for signs along limited access highways within the city and developed a database for the sign data. GPI also performed a data conversion test to determine the viability of a full scale conversion of legacy sign data. Project also included completion of a technical system design and requirements document to be used for future procurement of a systems integrator to implement a sign management system at DOT.	New York City Dept. of Transportation New York, NY	\$167 fee	2012	Yes
70. NYCDOT On-Call - Sign Information Management Systems (SIMS), Primary Contract, Phase 2, Various Locations, NY. GPI expanded the pilot data conversion routine from phase 1 to develop a citywide program that converted data from the DOT's STATUS mainframe sign management system into a SQL server spatial data source on a nightly basis.	New York City Dept. of Transportation New York, NY	\$199 fee	2013	Yes
71. NYCDOT On-Call - Phase 2 ITS Pedestrian Signal Survey, New York, NY. NYCDOT planned to install pedestrian countdown signals at 24 select intersections (one intersection in each borough) as a pilot program. GPI conducted studies at all five intersections, both before and after the countdown signals were installed to determine the effects of the countdown pedestrian signal on pedestrian and motorist behavior.	New York City Dept. of Transportation New York, NY	\$548 fee	2010	Yes
72. NYCDOT On-Call - ITS Pedestrian Signal Survey, New York, NY. NYCDOT installed pedestrian countdown signals at five select intersections (one intersection in each borough) as a pilot program. GPI conducted studies at all five intersections, both before and after the countdown signals were installed, to determine the effects of the countdown pedestrian signal on pedestrian and motorist behavior.	New York City Dept. of Transportation New York, NY	\$128 fee	2008	Yes

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (In thousands)	Completion Date	Project was completed on time and within budget
73. NYCDOT On-Call - Cross Bay Boulevard Traffic Signal Timing Progression, Phase 1 Timing Initiative, Queens, NY. This traffic signal timing and arterial optimization project assisted the NYCDOT in improving their traffic signal timing thus, maximizing the use of available roadway capacity. NYCDOT's primary goal was to develop new timing plans with bi-directional flow patterns at 300+ signalized intersections (in these two project phases) along various corridors to assist with the flow of traffic during off-peak periods. NYCDOT maximized their available funding by utilizing bandwidth progression analysis with minimal data collection and minimal model data input.	New York City Dept. of Transportation New York, NY	\$13 fee	2009	Yes
74. NYCDOT On-Call - Phase 2 Timing Initiative, Queens, Brooklyn, Bronx, SI, NY. This New York City project focused on the development of new timing plans of 278 signalized intersections along various corridors to assist with the flow of traffic during the off-peak periods. The project enhanced safety, reduced emissions, and discouraged high spot speeds along each arterial by strategically concentrating the off-peak vehicles into platoons that move at reasonable speed along the arterials.	New York City Dept. of Transportation New York, NY	\$155 fee	2013	Yes
75. NYCDOT On-Call - Phase 3 Timing Initiative, Queens, Brooklyn, Bronx, SI, NY. This Phase 3 project continued work involving traffic signal optimization along various corridors in the City of New York. The project focused on the development of new timing plans for 628 signalized intersections along various corridors to assist with the flow of traffic during the off-peak periods.	New York City Dept. of Transportation New York, NY	\$328 fee	2012	Yes
76. NYCDOT On-Call - Phase 4 Timing Initiative, Queens, Brooklyn, Bronx, SI, NY. This Phase 4 project continued work involving traffic signal optimization along various corridors in the City of New York. The project focused on the development of new timing plans for 610 signalized intersections along various corridors to assist with the flow of traffic during the off-peak periods.	New York City Dept. of Transportation New York, NY	\$383 fee	2014	Yes
77. NYCDOT On-Call - Phase 5 Timing Initiative, Assignment 45, Various NYC Locations, NY. This Phase 5 project continued work involving traffic signal optimization along various corridors in the City of New York. The project focused on the development of new timing plans for 139 signalized intersections along various corridors to assist with the flow of traffic during the off-peak periods.	New York City Dept. of Transportation New York, NY	\$144 fee	2013	Yes
78. NYCDOT On-Call - Phase 6 Timing Initiative, New York, NY. This Phase 6 project continues work involving traffic signal optimization along various corridors in the City of New York. The project focuses on the development of new timing plans for 287 signalized intersections along various corridors to assist with the flow of traffic during off-peak periods.	New York City Dept. of Transportation New York, NY	\$237 fee	2015	Progressing on time/ budget

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
79. NYCDOT On-Call - Phase 7 Timing Initiative, New York, NY. This Phase 7 project continues work involving traffic signal optimization along various corridors in the City of New York. The project focuses on the development of new timing plans for 513 signalized intersections along 12 corridors to assist with the flow of traffic during off-peak periods.	New York City Dept. of Transportation New York, NY	\$587 fee	2016	Progressing on time/ budget
80. Traffic Engineering Design Services on a Call-In Basis for 2015-2018, Various NY/NJ Locations, NY. These call-in contracts involve providing technical traffic engineering support services on miscellaneous Port Authority projects.	Port Authority of New York & New Jersey Jersey City, NJ	Total fee to date: \$205	2015	Progressing on time/ budget
81. Port Authority Open Ended Traffic Engineering, Various Locations, NY. On-call contract to provide technical traffic support services on miscellaneous Port Authority projects.	Port Authority of New York & New Jersey Jersey City, NJ	Total fee to date: \$3,598	2016	Progressing on time/ budget
82. George Washington Bridge Traffic Simulation Model Development and Technical Support, Fort Lee, NJ. The primary objective for this contract is the expansion of the existing GWB traffic simulation model to include the western half of the facility from approximately midspan, through the New Jersey approaches, to the Authority's jurisdictional limits at Fletcher Avenue.	Port Authority of New York & New Jersey Jersey City, NJ	\$24 fee	2015	Progressing on time/ budget
83. Pavement Marking and Traffic Signal Maintenance Contract Development, Various Facilities, NY. Technical support services will be provided on an as-required basis including development of traffic signal maintenance and pavement marking installation contracts for PA NY & NJ facilities.	Port Authority of New York & New Jersey Jersey City, NJ	\$91 fee	2015	Progressing on time/ budget
84. Technical Support Maintenance Contracts, Various Locations, NY and NJ, NY. GPI provided technical services to develop a facility-wide pavement marking installation contract, a traffic signal maintenance contract for JFK Airport and provided technical services for the maintenance and operation of ITS equipment at JFK Airport	Port Authority of New York & New Jersey Jersey City, NJ	\$84 Fee	2013	Yes
85. LaGuardia Airport Oversight and Support Services, New York, NY. The primary objective of this effort is to assign on-site technical support services to provide continuous evaluation and monitoring of general traffic operations throughout the facility, the identification and subsequent replacement and/or rehabilitation of deteriorated or obsolete traffic control devices, and coordination with facility personnel to ensure safe progression through LaGuardia Airport.	Port Authority of New York & New Jersey Jersey City, NJ	\$429 fee	2016	Progressing on time/ budget
86. Traffic Engineering Design & Construction Support Specialist, New York, NY/Fort Lee, NJ, NY. GPI personnel will develop Stage I, Stage II and Stage III contract documents, consisting of contract drawings, specifications and estimates for GWB and GWB Bus Station design projects. We will also provide Stage IV construction support services, including the development of post award contract changes (PACCs).	Port Authority of New York & New Jersey Jersey City, NJ	\$181 fee	2015	Progressing on time/ budget

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SUMMARY OF RELEVANT ACCOMPLISHMENTS				
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
87. Traffic Engineering Design and Construction Support Specialist, Various Locations, NY. Included in this project were provisions to offer technical design services for both capital contracts and various work orders at any facility where services are deemed necessary by PA NY & NJ staff for a period of 18 months.	Port Authority of New York & New Jersey Jersey City, NJ	\$545 fee	2014	Yes
88. George Washington Bridge and Bus Station, New York, NY. The primary objective of this effort is to provide a design team, collectively possessing extensive expertise in the area of traffic engineering design and construction support, for the purpose of providing day-to-day professional engineering services for the George Washington Bridge and George Washington Bridge Bus Station.	Port Authority of New York & New Jersey Jersey City, NJ	\$89 Fee	2015	Progressing on time/ budget
89. PANYNJ-Port Newark Port Street Corridor Improvements, Jersey City, NJ. Project includes the development of final design and contract documents (Stage III) and Post construction Contract Award Services for roadway, bridge, ITS, signing and lighting improvements associated with the PANYNJ Port Newark Port Street Corridor Improvement project.	Port Authority of New York & New Jersey Jersey City, NJ	\$68,000 Const. cost	2019	Progressing on time/ budget
90. New York State Bridge Authority ITS On-Call, Various Bridges, Various Locations, NY. Project involved design of a CCTV system on the five NYSBA bridges with communications to NYSBA's Traffic Management Center.	Client: Transdyn Controls, Inc., Duluth, GA / Owner: New York State Bridge Authority Highland, NY	\$279 fee	2012	Yes
91. New York State Thruway Sign Management System, Albany, NY. Complete field inventory of an estimated 12,000 signs along NYSTA roadway system.	New York State Thruway Authority Albany, NY	\$137 fee	2003	Yes
92. NJ 495 Simulation Modeling Support, North Bergen Township, NJ. Expanded, calibrated and validated VISSIM traffic simulation model of NJ-495 and Lincoln Tunnel roadways and evaluated plans for lane closures and staging of the reconstruction of the NJ-495 Bridge over US-1 and Paterson Plank Road. A total of ten staging and mitigation scenarios were simulated and evaluated for both AM and PM peak periods. Various staging recommendations were tested and evaluated to minimize traffic delay impacts.	New Jersey Dept. of Transportation Trenton, NJ	\$171 Fee	2013	Yes
93. Computerized Roadway Asset Management System at all TBTA Facilities, New York, NY. GPI developed, furnished and installed a computerized system to map and manage traffic signs at all TBTA facilities using Geographic Information Systems (GIS) Technology. The project utilized video van technology to provide high resolution digital imagery of the facilities and GPS to determine the sign locations. The Computerized Roadway Asset Management System (C-RAMS) was developed as a user friendly application that included a web viewing component and GPI provided necessary support for successful implementation of the system.	MTA Bridges & Tunnels New York, NY	\$280 fee	2008	Yes

GREENMAN-PEDERSEN, INC.
EIN: 11-2537074

October 8, 2015

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Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
94. MassDOT Sign Management and Asset Inventory System (SMAIS), Various Locations, MA. This project Involves providing a comprehensive assessment of the condition and reflectivity of all roadway signs on state highways and state numbered routes throughout the Commonwealth of Massachusetts. This includes the inventory and development of a traffic sign database management system for over 6,000 miles of roadway.	Massachusetts Department of Transportation Boston, MA	\$170 fee	2016	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 01/01/2015 TO 12/31/2017.

Douglas E. Lentivech
DOUGLAS E. LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011886



John B. King Jr.
JOHN B. KING JR.
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION