Contract ID#: T62023-01D

# CFPW16000010 Department: Public Works F-41-16CF Ryy

# CF (Capital)

# **Contract Details**

Addl. Funds

RES#

Blanket Resolution

SERVICE: Signal Repair Design Services

New X Renewal	1) Mandated Program:	Yes 🗌	No X
Amendment	2) Comptroller Approval Form Attached:	Yes X	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No 🗌

NIFS ID #: CFPW/b 0000 /O NIFS Entry Date: 1/21/16 Term: from execution to 3 years

3) CSEA Agmt. § 32 Compliance Attached: Yes X No L

4) Vendor Ownership & Mgmt. Disclosure Attached: Yes X No L

5) Insurance Required Yes X No L

# **Agency Information**

Vendor				
Name	Vendor ID#			
Greenman-Pedersen Inc.	11-2537074			
Address 325 West Main Street	Contact Person  Denise Carter, PE			
Babyion, NY 11702	Phone			
	631-587-5060			

<ul><li>County Department</li></ul>
Department Contact
Kenneth Arnold, PE
Address
1194 Prospect Ave., Westbury, NY
Phone
516-571-9607

# **Routing Slip**

DATE Rec <sup>o</sup> d.	DEPARTMENT	Internal Verification:	DA'I Appy Ew'	:18:	SIGNA	FURE	Leg. Approval Required	
	Department	NIFS Entry (Dept) NIFS Appvl (Dept, Head)	1/2	/10	That	MM		
	DPW (Capital Only)	CF Capital Fund Approval	1/h	/10	Host 1	MI		
	OMB	NIFS Approval	\( \langle \la	1/4	Paron	Sto7	Yes No. No. No. No. 1 required if Blanket Res	
1/4/16	County Attorney	CA RE & Insurance Verification	1/20	/16	1			
1/16	County Attorney	CA Approval as to form	1/2	116	A (		Yes X No 🗆	
1-7	Legislative Affairs	Fw'd Original Contract to CA	\( \langle \la	111	Coxcet	Q. J.	Palaur	P/
	Rules/ Leg			//	— <b>-</b>	<del></del>		
	County Attorney	NIFS Approval			1			
	Comptroller	B Zif Zapplova\$ 2 NVC 91	07_		. ,			
	County Executive 38	Mormizgeor 7741 10 ye Filod pur beging die das	1/3	116	Edy H	hel		
		BECEIVED			· · · · · · · · · · · · · · · · · · ·	/		4



Department: Public Works

# Contract Summary

Description: Long Beach and South Shore Signal Repair Design Services

Purpose: The requested design services are for the traffic signal rehabilitation project for the various signals and related infrastructure on the Long Beach Barrier Island and other south shore locations that were impacted by the tidal surge associated with Hurricane Sandy. The corridor's traffic signaling and communication system was compromised due to salt water inundation during Hurricane Sandy and this contract will design for new equipment.

Method of Procurement: Firms were requested to submit technical and cost proposals in accordance with the Department's RFP. The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications, and proposed project schedule. The RFP was posted on the County's website and advertised in Newsday.

Procurement History: Proposals from three firms were received on November 5, 2015. The technical proposals were reviewed by a Technical Review Committee. Following the review the technical rank was established and the cost proposals were then opened and reviewed. The TRC identified one firm, GPI technically superior over the other two firms that proposed. GPI and its subcontractors had all the requisite experience and skills to complete the defined scope of work within the allocated timeframe and meeting both the County's and New York State DOT technical specifications and requirements.

Description of General Provisions: Firm to provide engineering services for traffic signal replacement along the south shore of Nassau County. This project is related to damages that occurred during Superstorm Sandy. The purpose of the project is to provide plans, specifications and other related documents for the replacement of existing traffic signal control equipment along with the installation of underground fiber optic communication equipment, variable message signs and traffic cameras which will connect to the County's existing infrastructure.

Impact on Funding / Price Analysis: The design fee will be reimbursed by the NYSDOT at 80%.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

# Advisement Information

BUDGET CODES		
Fund:	CAP	
Control:	62	
Resp:	023	
Object:	00002	
Transaction:	CF	

RENEW	AL
% Increase	
% Decrease	

FUNDING SOURCE	=AMOUNT
Revenue Contract	XXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	HADEMUBJECT CODE	AMOUNT
1	PWCAPCAP/62023/00002	\$1,590,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$1,590,000.00

% Increase			
% Decrease	Document Prepared By:	Date:	

NIFS Certification	Comptroller Certification	County-Executive Approval
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 Charlet Land
Name	Name	Date
		//16//6
Date	Date	(For Office Use Only)
		E #: '
L		J 1

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

Naszen Conzty Legislature

Color Victor 2-1-12

at a green 6 absteined 3 recused 6

Legislators present: 7

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

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

George Maragos Comptroller

CONTRACTOR NAME.



# 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.

roonman Dadarson Ina

CONTRACTOR NAME. GIECHING	an-i edelsen inc.
CONTRACTOR ADDRESS: 325 Wes	st Main Street, Babylon, NY 11702
FEDERAL TAX ID #:11-2537074	
Instructions: Please check the approprroman numerals, and provide all the req	riate box ("☑") after one of the following quested information.
	west, responsible bidder after advertisement
for sealed bids. The contract was awarde	ed after a request for sealed bids was published
in	[newspaper] on
[date]. The sealed bids were publicly opened of	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 received on November 5, 2015. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and posting on the County procurement website. Three proposals were received and evaluated. The evaluation committee consisted of Chief Deputy Commissioner, Richard P. Millet; Assistant to Commissioner, Kenneth G. Arnold, P.E.; Section Head Traffic Signal Operations and Construction, Sheila Dukacz, and Traffic Engineer I, Michael Hagen. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.  The contract was originally executed by Nassau County on[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
$\square$ 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.

					al Municipa ter-municip				)-o, t	the	department	is	purchasin	ng tl	he	service	es
. C	] TI	nis i	is a	humai	n services	con	tract	with	a r	10t	-for-profi	t a	agency	for	W.	hich	a

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.

# 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:

January 19, 2016 (revised)

SUBJECT:

Long Beach and South Shore Signal Repair Design Services

Capital Project 62023 RFP No: PW-T62023-01D

In response to the Long Beach and South Shore Signal Repair Design Services Request for Proposal (RFP), referenced above, three (3) engineering firms submitted proposals. The requested design services were for the traffic signal rehabilitation project for the various signals and related infrastructure on the Long Beach Barrier Island and other south shore locations that were impacted by the tidal surge associated with Hurricane Sandy. The corridor's traffic signaling and communication system was compromised due to salt water inundation during Hurricane Sandy and this contract will design for new equipment. The RFP breaks this work into four (4) phases so that the proposed work can minimize the impact to the community by not disturbing the area all at once.

Firms were requested to submit technical and cost proposals in accordance with the Department's RFP. The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications, and proposed project schedule. The RFP was posted on the County's website and advertised in *Newsday*.

Proposals from three (3) firms were received on November 5, 2015. The technical proposals were evaluated by the Technical Review Committee (TRC); Chief Deputy Commissioner, Richard P. Millet; Assistant to Commissioner, Kenneth G. Arnold, P.E.; Section Head Traffic Signal Operations and Construction, Sheila Dukacz, and Traffic Engineer I, Michael Hagen. Following the review, the technical rank was established and the cost proposals were then opened and reviewed. The results of the technical evaluation are summarized below, along with each firm's cost proposal.

Firm	Technical Score	Proposed Fee		
Greenman Pedersen Inc. (GPI)	91.3	\$		
Nelson & Pope (NP)	84.5	\$		
Jacobs Civil Consultants (Jacobs)	72.5	\$		

Office of the County Executive Att: Richard R. Walker, Chief Deputy County Executive January 19, 2016 (revised)

Page 2

SUBJECT: Long Beach and South Shore Signal Repair Design Services

Capital Project 62023 RFP No: PW-T62023-01D

The TRC identified one firm, GPI technically superior over the other two (2) firms that proposed. GPI and its subcontractors had all the requisite skills and experience to complete the defined scope of work within the allocated timeframe and meeting both the County's and New York State Department of Transportation's (NYSDOT) technical specifications and requirements. It was the opinion of the TRC that the technical proposal for NP was lacking the necessary experience to complete this project with such a large component of its work proposed. The TRC believes that there are not adequate man hours or experience by the Firm to complete this component of work. Additionally the NP proposal included the firm of LKMA as a major sub consultant. The proposal had each of these firms, NP and LKMA co-managing phases within the overall project scope. Historically the Department has had problems with final design products when work is completed this way, specifically uniformity of the design product is an issue and can lead to change orders. The technical proposal from Jacobs was technically sound but the firm lacked the necessary experience with NYSDOT for a project of this magnitude. Additionally their proposed schedule of releasing the individual phases was not what the Department envisioned in order to complete a successful project.

At the completion of the technical review process the TRC was concerned with the variance in the cost proposals. In summary, after consultation with GPI the variance in cost was associated with the estimated value of the construction. The RFP identified a construction budget of \$23.9 million which is what the capital Plan currently supports. This is what NP utilized for the calculation of their design fee. GPI in preparing its design fee assumed that all components of work outlined in the RFP would be addressed. After reviewing that analysis completed by GPI it was identified by them that this value would be approximately \$35 million. Utilizing these construction values and proposed design fees, the firms design fee equated to approximately 5% and 8% of the values for the respective construction values. The second issue identified was that one (1) of the phases, South Shore Signals, proposal included scope items that were previously included in another contract the Department awarded and there was lack of clarity on the amount of interconnect cable required in this phase.

The TRC has decided that in the best interest of the project to only award the three (3) phases of this RFP associated with the work on the Long Beach Barrier Island. The fourth phase, South Shore Signals will be removed from the scope and included in a separate future solicitation. Additionally the TRC has decided that the award of the design fee for this contract will be based upon a not to exceed value for construction of \$19.44 million, this is what the Capital Plan supports after the removal of the South Shore Phase. If the Technical Design Report completed by the firm identifies work that exceeds this budget an amendment would be required to both the Capital Plan and the design contract.

Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

January 19, 2016 (revised)

Page 3

SUBJECT:

Long Beach and South Shore Signal Repair Design Services

Capital Project 62023 RFP No: PW-T62023-01D

Under the premise that this contract is being awarded for only the three (3) Long Beach Barrier Island phases of work for a construction fee not to exceed \$19.44 million the revised cost proposals for the Firms is as follows:

Firm	Technical Score	Revised Proposed Fee
Greenman Pedersen Inc. (GPI)	91.3	\$1,443,593
Nelson & Pope	84.5	\$1,099,931.32
Jacobs Civil Consultants	72.5	\$2,051,247.27

In our professional judgment, the revised proposal submitted by GPI, having the highest technical rating and proposing a reasonable fee, represents the best value to the County. The Department is proposing a cap for this contract at \$1,590,000 which includes both their proposed fee along with a contingency of ten percent. Funding is available Capital Project 62023. The design fee will be reimbursed by the NYSDOT at 80%.

If you approve of this project, please sign below and we will proceed accordingly.

Shila Shah-Gavnoudias

Commissioner

SSG:KGA:las Attachment

\_\_\_\_\_

Kenneth G. Arnold, Assistant to Commissioner Aryeh Lemberger, Unit Head, Traffic Engineering Unit Jeff Lindgren, Project Manager

APPROVED:

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

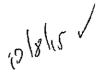
# REQUEST TO INITIATE

RTI Number 15-0292

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

PART I: Approval by the Deputy		or Operation		r to <u>ANY</u> RFQ/RF Requirements		
Project Title: <u>Long Beach a</u>	nd South Shore Sig	nal Repair	rs Design Services			
Department: Public Works P.	roject Manager: _J	off Lindgre	enDa	ite: <u>9/23/15</u>		
Service Requested: <u>Designed Long Beach</u> Justification: The Project has a	•					
and construction.	oodivod dovo igia	ing million	nom mo rodom rng	nway rammon	anon (TTWA)	for design services
Requested by: <u>Kenneth A</u>	rnold, DPW				Department/Agency/	Office
Project Cost for this Phase/Cor	tract: (Plan Design	Construct		\$		
Total Project Cost: \$34,639,1. Includes, design, construction, CM and P.	<u>50</u>	Date Star Phase being	rt Work: <u>1/1/16</u> requested	Duration: 7		
Capital Funding Approval: Y	ves No C	]	June 10 SIGNATURE	lill	DATE	
Funding Allocation (Capital Pr See Attached Sheet If multiyear	oject):	202	3			
NIFS Entered :	DATE	Market	AIM Entered:	KARGI SIGNATURE	elu	10/21/15 DATE
Funding Code: 62034	OCO noumbrances	<b>—</b>	Timesheet Code;	15 - 0 use this on	292 timeshects	<del></del>
State Environmental Quality Roman Reservition of Supplemental Reservition of Supplemen		nt Form Re				
Department Head Approval:	YES	NO 🗆	/	SIGNA	TURB	
DCE/Ops Approval:	yes 🗆	ио 🗆	November and the second Advantage of	M SIGNA	TURE	
PART II: To be submitted to Chic	of Deputy County Ex	ecutive afte	r Qualificatious/Proposa	ils/Contracts are r	cceived from Res	ponding vendors.
Vendor	Quo			Comment	See Attache	d Sheet 🔲
2	Factorial Control of the Control of					
3						
4						
DCE/Ops Approval: Version January 2014	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:

October 7, 2015

SUBJECT:

CSEA Notification of a Proposed DPW Contract

Proposed Contract No: PW-T62023-01D

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:

Design Services for Long Beach and South Shore Signal Repairs,

2. The work involves the following:

Seeking design services to develop plans and specifications and construction cost estimate for four (4) construction projects: Long Beach West (DOT Pin #0989.21), Long beach Central (DOT Pin #0989.22), Long Beach East (DOT Pin #0989.23), and South Shore (DOT #0989.23). The intensions of these projects is to replace and mitigate traffic signals damages from Hurricane Sandy.

3. An estimate of the cost is:

Month



4. An estimate of the duration is: Seven-Hundred & Thirty (730) Days

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

Kenneth G. Arnold

Assistant to Commissioner

#### KGA:las

c:

Christopher Fusco, Director, Office of Labor Relations Brian Libert, Deputy Director, Office of Labor Relations Keith Cromwell, Office of Labor Relations William S. Nimmo, Deputy Commissioner Patricia Kivo, Unit Head, Human Resources Loretta Dionisio, Hydrogeolgist II Jeff Lindgren, Project manager



## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) 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 three (3) years (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 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. <u>Services, Extra Services and Reimbursable Expenses.</u>

- (a) The services to be provided by the Firm under this Agreement consist of design engineering services for the traffic equipment improvement project for signals and ancillary equipment for signalized intersections on the Long Beach barrier island. 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) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to two point seven five (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two point seven five (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy five dollars (\$175.00) per hour.
- (d) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:
  - (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the 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 <u>not</u> necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
  - (4) Prolog Software Licenses and support, if requested by the Department to use this proprietary information management system.
  - (5) Reproduction of design development and construction document drawings, specification, reports, and other documents. 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 shall not exceed one million five hundred ninety thousand (\$1,590,000) dollars.
- (b) <u>Vouchers; Voucher Review, Approval and Audit.</u> Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "<u>Voucher</u>") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (c) <u>Timing of Payment Claims</u>. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (d) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.
- (e) 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) <u>Pre-existing Rights.</u> In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.
- (d) <u>Infringements of Patents, Trademarks, and Copyrights</u>. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm

in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

- (e) <u>Antitrust</u>. 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. <u>No Arrears or Default</u>. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, 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) <u>Generally.</u> The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:
  - (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
  - (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) 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) <u>Protection of Client Information</u>. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.
  - 8. 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 provide services under this Agreement in a manner consistent with the standard of care, skill, quality and diligence exercised by members of the same profession currently practicing under similar circumstances. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

# 9. Indemnification; Defense; Cooperation.

- (a) The 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, reasonable attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts, willful misconduct, breach of covenants under this Agreement or omissions of the Firm or a Firm Agent.
- (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 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) <u>Delivery</u>; <u>Coverage Change</u>; <u>No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required 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 "<u>Cause</u>" includes: (<u>i</u>) a breach of this Agreement; (<u>ii</u>) 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 (<u>iii</u>) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- (b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- (c) <u>Firm's Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 13. <u>Accounting Procedures; Records.</u> The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this

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

- 14. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) <u>Notice</u>. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of  $(\underline{i})$  one (1) year of the first to occur of  $(\underline{A})$  final payment under or the termination of this Agreement, and  $(\underline{B})$  the accrual of the cause of action, and  $(\underline{ii})$  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. <u>Notices</u>. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (<u>a</u>) in writing, (<u>b</u>) delivered or sent (<u>i</u>) by hand delivery, evidenced by a signed, dated receipt, (<u>ii</u>) postage prepaid via certified mail, return receipt requested, or (<u>iii</u>) overnight delivery via a nationally

recognized courier service, ( $\underline{c}$ ) 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 ( $\underline{d}$ )( $\underline{i}$ ) if to the Department, to the attention of the Commissioner at the address specified above for the Department, ( $\underline{i}\underline{i}$ ) 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, ( $\underline{i}\underline{i}\underline{i}$ ) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and ( $\underline{i}\underline{v}$ ) 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. <u>All Legal Provisions Deemed Included; Severability; Supremacy and</u> Construction.

- (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 19. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 20. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
- 21. <u>Administrative Service Charge</u>. The Firm agrees to pay the County an administrative service charge of five hundred thirty three dollars (\$533) for the

processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

# 22. Joint Venture.

- (a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.
- (b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.
  - 23. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (<u>i</u>) all County approvals have been obtained, including, if required, approval by the County Legislature, and (<u>ii</u>) 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: Muhael Salatti, P.E. Title: Vice President Date: January 20, 2016
<u> </u>
NASSAU COUNTY
Ву:
Name:
Title: County Executive

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK) )ss.: COUNTY OF SUFFOLK )
On the 20th day of January in the year 2016 before me personally came Michael Salatti, P.E. to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of that he is the Vice President of Greenman-Pedersen, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the partnership.
NOTARY PUBLIC  Ablen Comps  ADEN RIMPEL  Notary Public, State of New York  No. 01RI6077065  Qualified in Suffolk County  Commission Expires July 1, 20 18
STATE OF NEW YORK) )ss.:
)ss.: COUNTY OF NASSAU )
On the day of in the year 20 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

**NOTARY PUBLIC** 

# EXHIBIT "A" SCOPE OF SERVICES

#### 1.0 Introduction

Firm to provide Engineering Services for traffic signal replacement along the south shore of Nassau County. This project is related to damages that occurred during Superstorm Sandy and will be funded through the Federal Highway Administration (FHWA).

# 1.1 Objective

The purpose of this project is to prepare plans, specifications and other related documents for the replacement of existing traffic signal control equipment along with the installation of underground fiber optic communications equipment, variable message signs (VMS), and traffic cameras, which will connect to the County's existing communication infrastructure. The design and construction will allow the County to replace traffic signals and communications equipment that was damaged from Superstorm Sandy to improve safety, maximize roadway capacity minimize delays along these arterials and mitigate for future events similar to Superstorm Sandy.

This project will be divided into three (3) separate construction projects. Individual plans and contract documents will need to be developed for each project. This project is funded through FHWA funding and will need to follow related federal and state requirements. The projects and allocated construction costs are as follows:

Project	State PIN #	Allocated Construction Cost
Long Beach West	0989.20	\$6,040 <b>,</b> 916
Long Beach Central	0989.21	\$5,778,267
Long Beach East	0989.22	\$7,616,807
Total		\$19,435,990

These allocations may be changed based on the needs identified by the Technical Design Report. Any overall increase in the construction budget for this contract shall be approved by the Commissioner.

# 1.2 Table of Equipment by Construction Project

#### **Long Beach West**

#### Traffic Signals

	Signal #	Artery		Cross Street	Hamlet
1	41032	West Beech St	@	Lindell Blvd	Long Beach
2	41031	West Beech St	(a)	Grand Blvd	Long Beach
3	41030	West Beech St	(a)	New York Ave	Long Beach
4	41029	West Beech St	@	Peninsula Ave	Long Beach
5	41028	West Beech St	(a)	Arizona Ave	Long Beach
6	41027	West Beech St	@	Delaware Ave	Long Beach
7	41026	West Beech St	@	Wyoming Ave	Long Beach
8	41025	West Beech St	(a)	Virginia Ave	Long Beach
9	41024	West Beech St	@	Tennessee Ave	Long Beach
10	41023	West Beech St	(a)	Minnesota Ave	Long Beach
11	41022	West Beech St	@	Maryland Ave	Long Beach
12	41021	West Beech St	(a)	Indiana Ave	Long Beach
13	41020	West Beech St	@	Georgia Ave	Long Beach
14	41019	West Beech St	@	Connecticut Ave	Long Beach

15	41018	West Beech St	(a)	Illinois Ave	Long Beach
16	41017	West Beech St	@	Ohio Ave	Long Beach
17	4135	Beech St	(a)	Trenton Ave	Atlantic Beach
18	4089	Beech St	@	Troy Ave	Atlantic Beach
19	4206	Beech St	@	Oswego Ave	Atlantic Beach
20	4363	Beech St	@	Clayton Ave	Atlantic Beach
21	41322	Beech St	(a)	Atlantic Beach Club	Atlantic Beach
22	4657	Beech St	@	Sands Beach Club	Atlantic Beach
23	4158	Beech St	(a)	Richard St	Atlantic Beach
24	4083	Beech St	@	Vernon Ave	Atlantic Beach
25	4818	Park St	@	Suffolk Blvd	Atlantic Beach
26	4153	Park St	@	Putnam Blvd	Atlantic Beach
27	4867	Park St	(a)	Montgomery Blvd	Atlantic Beach
28	4082	Park St	@	Jefferson Blvd	Atlantic Beach
29	4349	Park St	@	Genesee Blvd	Atlantic Beach
30	4152	Park St	@	Dutchess Blvd	Atlantic Beach
31	4248	Park St	(a)	Albany Blvd	Atlantic Beach

# **Traffic Cameras**

	Artery		Cross Street	Hamlet				
1	Park St.	@	Atlantic Beach Bridge (North Side)	Lawrence				
2	Park St.	(a)	Atlantic Beach Bridge (South Side)	Atlantic Beach				
3	Park St.	@	Jefferson Blvd	Atlantic Beach				
4	Park St.	(a)	Sands Beach Club	Atlantic Beach				
5	Beech St	(a)	Sands Beach Club	Atlantic Beach				

Variable Message Signals

	Artery		Cross Street	Hamlet	Direction					
1	Beech St @		Atlantic Beach Bridge	Lawrence	Northbound					
ļ			(North Side)							
2	Beech St	@	Atlantic Beach	Atlantic Beach	Westbound					

# Long Beach Central

# Traffic Signals

	Signal #	Artery		Cross Street	Hamlet
1	4654	Park Ave		E/B W/O Long	Long Beach
				Beach Blvd	
2	41059	Park Ave	@	W/B W/O Long	Long Beach
				Beach Blvd	
3	41072	Park Ave	(a)	Long Beach Blvd	Long Beach
4	41060	Park Ave	@	Monroe Blvd	Long Beach
5	41061	Park Ave	@	Lincoln Blvd	Long Beach
6	41062	Park Ave	@	Franklin Blvd	Long Beach
7	41063	Park Ave	@	Neptune Blvd	Long Beach
8	41064	Park Ave	(a)	Roosevelt Blvd	Long Beach
9	41065	Park Ave	(a)	Pacific Blvd	Long Beach
10	41066	Park Ave	(a)	Maple Blvd	Long Beach
11	41144	Lido Blvd	(a)	Blackheath Blvd	Lido Beach

12	41058	East Park Ave	@	Riverside Blvd	Long Beach
13	4645	East Park Ave	@	E/B W/O Riverside	Long Beach
14	4644	East Park Ave	@	W/B W/O Riverside	Long Beach
15	41056	East Park Ave	@	Edwards Blvd	Long Beach
16	41463	East Park Ave	@	W/B E/O National	Long Beach
17	41055	East Park Ave	@	Centre Street	Long Beach
18	41054	East Park Ave	@	National Blvd	Long Beach
19	4653	East Park Ave	@	E/B W/O National	Long Beach
20	41053	East Park Ave	(a)	W/B E/O National	Long Beach
21	41052	East Park Ave	@	Magnolia Blvd	Long Beach
22	41051	East Park Ave	@	Laurelton Blvd	Long Beach
23	41050	East Park Ave	(a)	Lafayette Blvd	Long Beach
24	41049	East Park Ave	(a)	Washington Blvd	Long Beach
25	41048	East Park Ave	@	Lindell Blvd	Long Beach
26	41047	East Park Ave	@	Grand Blvd	Long Beach
27	41046	West Park Ave	(a)	New York Ave	Long Beach
28	41045	West Park Ave	@	Delaware Ave	Long Beach
29	41043	West Park Ave	<u>@</u>	Maryland Ave	Long Beach
30	41042	West Park Ave	@	Indiana Ave	Long Beach
31	41437	West Park Ave	(a)	Ohio Ave	Long Beach
32	41529	National Blvd	@	S/O W Hudson St	Long Beach

# Traffic Cameras

	Artery		Cross Street	Hamlet
1	West Park Ave	@_	Laurelton Blvd	Long Beach

# **Long Beach East**

# Traffic Signals

	Signal #	Artery		Cross Street	Hamlet
1	41143	Lido Blvd	@	Greenway Rd	Lido Beach
2	41415	Lido Blvd	(a)	Regent Dr.	Lido Beach
3	4230	Lido Blvd	@	Allevard St	Lido Beach
4	41551	Lido Blvd	@	Cheltenham St	Lido Beach
5	41552	Lido Blvd	@	Harrogate St	Lido Beach
6	4364	Lido Blvd	@	Biarritz St	Lido Beach
7	4246	Lido Blvd	@	Leamington St	Lido Beach
8	41553	Lido Blvd	@	Prescott St	Lido Beach
9	41414	Lido Blvd	@	TOH Park	Lido Beach
10	41140	Lido Blvd	@	Condo Entrance	Lido Beach
11	41416	Lido Blvd	@	Sharen Marginal	Lido Beach
	<u> </u>			Rd	
12	4929	Lido Blvd	(a)	Donna Lane	Lido Beach
13	41141	Lido Blvd	@	Malibu Beach	Lido Beach
			ļ	Club	
14	41142	Lido Blvd	@	Loop Parkway	Point Lookout
15	4105	Lido Blvd	(a)	Parkside Dr.	Point Lookout
16	41002	West Broadway	@	Grand Blvd	Long Beach

17	41003	West Broadway	@	Lindell Blvd	Long Beach
18	41004	West Broadway	@	Washington Blvd	Long Beach
19	41005	West Broadway	@	Lafayette Blvd	Long Beach
20	41006	West Broadway	@	Laurelton Blvd	Long Beach
21	41007	West Broadway	@	Magnolia Blvd	Long Beach
22	41008	West Broadway	@	National Blvd	Long Beach
23	41009	East Broadway	@	Edwards Blvd	Long Beach
24	41010	East Broadway	@	Riverside Blvd	Long Beach
25	41077	East Broadway	@	Long Beach Blvd	Long Beach
26	41011	East Broadway	@	Monroe Blvd	Long Beach
27	41012	East Broadway	@	Lincoln Blvd	Long Beach
28	41013	East Broadway	@	Franklin Blvd	Long Beach
29	41014	East Broadway	@	Neptune Blvd	Long Beach
30	41015	East Broadway	@	Roosevelt Blvd	Long Beach
31	41016	East Broadway	(a)	Pacific Blvd	Long Beach
32	41067	Long Beach Blvd	@	Pine St	Long Beach
33	41068	Long Beach Blvd	(a)	Fulton St	Long Beach
34	41069	Long Beach Blvd	<i>a</i>	Hudson St	Long Beach
35	41070	Long Beach Blvd	<i>a</i>	Market St	Long Beach
36	41073	Long Beach Blvd	@	East Walnut St	Long Beach
37	41074	Long Beach Blvd	(a)	East Olive St	Long Beach
38	41075	Long Beach Blvd	@	East Beech St	Long Beach
39	41076	Long Beach Blvd	@	East Penn St	Long Beach

# Traffic Cameras

	Artery		Cross Street	Hamlet
1	West Broadway	@	Laurelton Blvd	Long Beach
2	Long Beach Blvd	@	Long Beach Bridge (South Side)	Long Beach
3	Long Beach Blvd	@	East Park Ave	Long Beach
4	Long Beach Blvd	@	East Broadway	Long Beach
5	East Park Ave	@	Neptune Blvd	Long Beach
6	East Broadway	@	Neptune Blvd	Long Beach
7	Lido Blvd	(a)	Biarritz St	Long Beach
8	Lido Blvd	(a)	Condo Entrance	Long Beach
9	Lido Blvd	@	Donna La	Long Beach
10	Lido Blvd	(a)	Loop Parkway	Long Beach

# Variable Message Signals

	Artery		Cross Street	Hamlet	Direction
1	West Park Ave	@	Long Beach	Long Beach	Eastbound
2	West Park Ave	@	Long Beach	Long Beach	Westbound
3	East Park Ave	@	Long Beach	Long Beach	Eastbound
4	East Park Ave	<u>a</u>	Long Beach	Long Beach	Westbound
5	Lido Blvd	<u> </u>	Lido Beach	Lido Beach	Eastbound
6	Lido Blvd	<u>@</u>	Lido Beach	Lido Beach	Westbound

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#### 1.3 Overview

- 1. Under a contract with Nassau County the successful Firm shall develop a technical report, plans, specifications and estimates for the construction of three (3) separate construction projects on the Long Beach barrier island.
- 2. This work shall include the design of traffic signals, variable message signs (VMS) and traffic cameras. Work will include the design of all associated equipment, including underground conduit and fiber optic communications. All good portion of the existing underground infrastructure will be abandoned and replaced under this project. All work shall include mitigation measures for future storms equivalent to Superstorm Sandy.
- 3. This design will incorporate the use of fiber optic communications back to the Traffic Management Center in Westbury.
- 4. The firm will provide contract documents in accordance with New York State Department of Transportation (NYSDOT) and the Procedures for Locally Federal Aid Projects Manual. Special coordination will be required in order to insure NYSDOT approval of the Advanced Detail Plans (ADP) and Plans, Specifications and Estimate (PS&E). All project work is intended to occur within public Right-of-Way (ROW).
- 5. The Firm shall be excluded from consideration for the construction related request for proposals that will succeed the final design.
- 6. Fiber optic cable installed as part of this project will be terminated to existing fiber optic cable as a local communications HUB cabinet.

### 1.4 Data Collection and Survey

- 1. The Firm will be required to survey, evaluate and summarize existing traffic signal equipment listed in Section 1.2. This summary should include left turn signals, vehicle head size, location and layout, emergency vehicle and/or railroad pre-emption, controller type, crosswalks, vehicle detection type, mast arm and strain pole heights and condition of equipment.
- 2. The Firm will be required to evaluate proposed signal work with the Nassau County Project Manager and forward their recommendations to the County for their review.
- 3. Each location where work is necessary, mapping at a scale of 1" = 20'shall be obtained or created. 1:20 plans shall be prepared for each intersection where work will be performed.
- 4. The Firm shall perform archival search for property lines and right-of-way based on information available on tax maps and deeds.
- 5. The Firm shall solicit underground and overhead information from involved utility companies.
- 6. Interconnect mapping shall be developed at a scale of 1" = 40'. 1:40 interconnect plans shall be developed for the entire project corridor. These interconnect plans shall include all proposed system count stations and vehicle speed sensor locations.
- 7. Field edit plans. Identify features that may impact proposed work. This includes but is not limited to poles, hydrants, signs, fencing, manholes, storm water catch basins, and trees.

- The field survey should insure that no underground or overhead utilities are affected by the proposed installation.
- 8. Although not every signal may not require a full rebuild, signals that are being modified will also require plan sheets.
- 9. The
- 10. Firm shall conduct an evaluation of the pedestrian ramps with project corridor. The evaluation shall follow ADA and Nassau County guidelines.

### 1.5 Mapping

- 1. Transfer mapping and field edit data to County standard-size base sheets with the standard Nassau County Department of Public Works, Traffic Engineering title block.
- 2. Plot property lines and <u>rights-of-way</u> on the base sheets for each location.
- 1. Plot utilities and existing Nassau County traffic equipment on the base sheets for each location.

#### 1.6 Data Development

- 1. Develop data tables to categorize existing traffic signal locations including the Nassau County numerical designations for each location.
- 2. Develop data tables to categorize proposed fiber optic communications to and from each location.
- 3. Develop data table to categorize proposed roadway speed data collection locations.
- 4. Develop data table to categorize incident management camera locations and proposed new camera locations.
- 5. Develop data table to categorized VMS signs.
- 6. Curb Ramps

#### 1.7 Technical Design Report (TDR)

- 1. The TDR shall evaluate recommended improvements and mitigation for the scope of this project. The Firm will work with Nassau County to assess the technologies that best suit the project site areas. The firm shall prepare a technical design report that will include, at a minimum, the following:
  - ii. Description of existing conditions and associated problems;
  - iii. Description of the scope of work;
  - iv. Design criteria;
  - v. Recommended mitigation measures;
  - vi. Schedule of anticipated design drawings;
  - vii. Construction Schedule;
  - viii. Preliminary cost estimation;
  - ix. Inventory of curb ramps;
  - x. Evaluation of the use of APS signaling
- 2. Firm shall work directly with the City of Long Beach on the signal design and phasing of construction for each of the projects.
- 3. The Draft TDR shall itemize all the proposed work based upon the existing condition

- survey. The Department will review the draft TDR and approve the overall scope prior to the design phase.
- 4. While other documents may be cited for reference, the Technical Design Report must be able to stand on its own as the basis for design. The firm shall submit the report (5 copies) in draft form for review by the County. The firm shall meet with the County to discuss review comments and then revise and resubmit in final form (5 copies).

# 1.8 Specifications

- 1. NYSDOT Specifications and NYSDOT/Nassau County Special Specifications will be used for this design project. The Firm shall communicate any changes to NYSDOT and Nassau County specifications for approval by the Owner.
- 2. The Firm may be required to create new special specifications for items not currently used by the County. These new items would require submittal to NYSDOT for review and approval.
- 3. Separate sets of specifications shall be made for each of the three (3) construction projects.
- 4. Final project specifications shall be stamped and signed by a New York State Professional Engineer.

# 1.9 County-Supplied Data

- 1. To the extent possible, Nassau County will provide information regarding the existing traffic signals and interconnect infrastructure at site locations. This information will be in the form of as-built plans and diagrams indicating above ground and underground cable locations as well as existing signal equipment. Plans showing the existing interconnect wiring will also be provided.
- 2. Nassau County can provide access to the Nassau County Geographical Information System (GIS) to assist in base map generation.
- 3. Nassau County will provide electronic files for all standard contract requirements.

# 1.10 Traffic Signal Progression Scheme

The Firm shall prepare up to three (3) signal progression schemes to optimize signal progression along the corridor. The progression scheme shall utilize Synchro Software Version 8, or later, for County consideration. Additionally, the Firm shall evaluate and provide recommended pedestrian signal times at all signalized intersections.

# 1.11 Evaluation of Pedestrian Ramps

The Firm shall conduct an evaluation of the pedestrian ramps with project corridor. The evaluation shall follow ADA and Nassau County guidelines.

#### 1.12 Pedestrian Signals

1. The Firm shall conduct an Accessibility Pedestrian Signal (APS) feasibility evaluation for all intersections within the project area. The evaluation shall follow Nassau County

- guidelines. Those crossings where APS signaling is determined a priority will be included in the design services and added to the construction documents.
- 2. Pedestrian crossings shall incorporate pedestrian countdown signaling.

### 1.13 Final Design (ADP)

- 1. The Firm shall develop three (3) separate designs for previously designated projects. The designs shall be separated as follows: Long Beach West, Long Beach Central, Long Beach East.
- 2. Develop and provide for County review, three (3) half-scale sets of advanced detail plans (approximately 90 percent complete) along with specifications and estimate of quantities for all traffic signals requiring a full re-build for each project.
- 3. Each proposed signal plan sheet must be accompanied by an equipment removal plan sheet and a cabinet wiring diagram table
- 4. Each VMS location will require a plan sheet. Any comments not being installed at a signal will require a plan sheet.
- 5. Advanced detail plans for each location shall identify curb lines, sidewalks, driveways, ROW, property lines, existing N.C. traffic equipment, and relevant utility information.
- 6. Engineers Estimate of Quantities for each project.
- 7. Final plans shall be stamped and signed by a New York State Professional Engineer

## 1.14 Final Plans (PS&E)

- 1. Modify the 1" = 20' advanced detail plans and estimate of quantity sheets in accordance with the County review for each project.
- 2. Prepare and submit one (1) completed copy of the complete PS&E package with Nassau County Boilerplate for each project.
- 3. Prepare and submit final plans on paper, including the specifications, and estimate of quantities for each project.
- 4. Estimate of quantities shall be listed in excel spreadsheet format, broken down by intersection, as well as one (1) master quantities sheet totaling item quantities for the each project.
- 5. Submit eight (8) half-scale copies of the plans on paper following final County approval, including the specifications, and estimate of quantities for each project.

#### 1.15 Meetings

- 1. Attend review meetings with the County and appointed consultants on the average of once per month in order to review job progress and to resolve design issues and address and resolve other questions. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
- 2. Attend all meetings with the County and representatives of DOT, City of Long Beach, and/or Public in relation to these projects. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
- 3. In addition, the Firm will be required to attend field meetings to discuss proposed equipment locations with the County project manager as well as any required meetings with public utility companies, City of Long Beach, FHWA, and DOT.

#### 1.16 General Requirements

Design Milestone Delivery Dates: The milestones are start from the Commissioners letter issuing a Notice to Proceed (NTP) for the Project. Schedule shall accommodate a minimum of two weeks of review time for each submittal package.

Milestone #1: 80% Technical Design Report 45 working days from NTP Milestone #2: Final Technical Design Report 70 working days from NTP

# Design Milestones (working Days from Notice to proceed)

Phase	90% ADP	Final ADP	100% Complete PS&E	Final PS&E
Long Beach West	200	245	275	310
Long Beach Central	290	330	365	400
Long Beach East	375	420	450	480

- 1. Design Milestones for all three projects have a deadline of 24 months from Notice to Proceed.
- 2. A project schedule must be submitted to the County Project Manager at the start of design and shall be updated monthly by the Firm. Projects scheduling shall be developed, and conveyed in the RFP, to allow for construction timelines to be staggered. The scheduling shall be done in a logical manner to mitigate against roadway capacity and delays within Long Beach.
- 3. The Firm will be expected to enter into a user agreement with Nassau County GIS Department in order to utilize Nassau County GIS Mapping as a base map reference.
- 4. The construction phase of this project is a Federal Aid project and requires that certain documents be prepared and submitted to the NYSDOT in order to advance the project to the construction phase. The Firm will be responsible for completing some Federal Aid documents in accordance with the Local Procedures Manual.
- 5. The Firm will be responsible to coordinate and attend any make-ready walk-thru meetings with the appropriate utility companies.

# 1.17 Design Engineering Support During Construction

Prior to and during the course of project construction, the Firm shall assist Nassau County and the Prime Construction Contractor on a request basis for the following General Inspection Services:

1. Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the County with one (1) set of conformed plans and master

specification book as a PDF file and bound .DWG plans on a CD. Additionally, provide (4) hard copies of the conformed contract documents.

- 2. Provide representation at the site(s) pre-construction conference.
  - Per request of Nassau County, review and approve detailed construction, shop and erection drawings.
  - Per request of Nassau County, review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
  - Per request of Nassau County, review all laboratory, shop, mill, material and equipment test reports.
  - Pre request of Nassau County, prepare supplemental sketches, if required, to reflect actual field conditions when conflicts and discrepancies between contract plans and site conditions exist.
  - Make periodic field visits as necessary or reasonably required to observe the
    construction work and confer with the County and Prime Construction Contractors on
    construction progress and problems which arise during the progress of the
    construction work.
  - Per request of Nassau County, assist the County and Prime Construction Contractors in interpreting the construction contract documents.
  - Per request of Nassau County, review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
  - Arrange for the project manager and support staff to attend six (6) update and project meetings.
  - Per request of Nassau County, provide consultation on special construction problems by specialists in specific fields of work.
  - Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

#### 1.18 Project(s) Start-Up Services

Per request of Nassau County, under this division of work the Firm shall provide the following services:

#### 1. Start-Up Services

- a. The Firm shall assist in start-up services, per request of Nassau County, during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with this project.
- b. Scheduling. Per request of Nassau County, the Firm, in conjunction with the County and Prime Construction Contractor, shall assist in development of the overall start-up sequencing schedule that will define in detail significant startup activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.
- c. Start-Up Assistance. Per request of Nassau County, the Firm shall provide expert on-site assistance prior to and during initial start-up. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and

- general startup supervision. Services to be provided include:
- d. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm, and Construction Contractors). This plan shall be reviewed with the County.
- e. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. Per request of Nassau County, the Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on County personnel and traffic.
- f. Optimization. Per request of Nassau County, the Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" that signaling and associated equipment once they have been started up.

#### 1.19 Cost Estimation

A construction cost estimate shall be furnished with each design milestone submittal. It is anticipated that the accuracy of such cost estimates shall increase with each successive milestone submittal. Submit three (3) copies of the detailed construction cost estimate at each of the design milestone points defined above.

#### 1.20 Assumptions

- 1. All drawings will be submitted to the County electronically using AUTOCAD format.
- 2. Design of roadway improvements, as in road widening or radii improvements, will not be required.
- 3. Due to the nature of the proposed improvements, it is assumed that it is not necessary to tie the survey into the U.S. Geological Survey or State Plane Coordinate System.
- 4. Collection of traffic count data will not be necessary.
- 5. The County will provide as-built signal and highway plans where available.
- 6. The Firm will be responsible for recording meeting minutes at each meeting. These minutes shall be submitted to the County for review within one (1) week of the meeting. Following the County Project Manager's review, a copy of the final meeting minutes shall be submitted to the County.
- 7. The proposed project schedule requires completion of design work within 24 months of Notice to Proceed.
- 8. Soil borings will not be needed.
- 9. Environmental underground assessments (i.e. check for underground pollutant leakage) will not be needed.
- 10. It is assumed that the following available data will be provided by Nassau County:
  - i. Arterial strip mapping and utility information (where available).

- ii. Fiber communications system plans.
- iii. Traffic signal and electrical intersection plans for signals impacted by this project.
- iv. Nassau County plans will be supplied in electronic format if available.
- 11. Where Traffic Incident Management cameras exist, the firm shall incorporate the installation of a new camera and associated equipment as part of the signal rebuild. In addition, at the request of the County Project Manager, new camera locations may be identified and included along within site locations as part of this project.
- 12. The installation of vehicle speed sensor equipment will be included as part of this project at key locations throughout the length of the project corridor.
- 13. Fiber Optic Interconnect Plans will be required from the entire length of the project corridor.
- 14. In order to expedite the review of ADP plans, the engineering firm shall submit plans in groups of approximately ten (10) at a time.
- 15. Engineering firm shall prepare all project front sheets including, but not limited to: Index, Legend, Key Map, Notes Pages, Detail Sheets, Maintenance and Protection of Traffic Details, Sensor Location Details, Tables, Communication Diagrams, System Block Diagrams, Fiber Optic Allocation Tables, Fiber Optic Splice Plans, camera details, VMS sign details, VMS structure and foundation detail, and any other pages requested by the County.
- 16. The Firm shall attend all Project coordination meetings and prepare, coordinate and attend public meeting related events, both within and external to the County.
- 17. The Firm shall submit written responses to all County review comments.
- 18. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.
- 19. Review all questions during the contract bidding and prepare all addenda as required.

#### 1.21 Federal and/or NY State Requirements

- 1. "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"
- 2. The design and related services must comply with all applicable Federal, State and local laws, rules, regulations, codes, ordinances and standards. These may include but are not limited to New York State General Municipal Law, New York State Department of Transportation (NYSDOT), Manual on Uniform Traffic Control Devices (MUTCD) and the New York State Supplement, Local and State codes including building, fire prevention, electrical, and other codes and ordinances, and all other applicable Federal, State and local

regulations.

- 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."
- 3. The Firm shall coordinate its design and related services with authorities having jurisdiction. All submittals required by such authorities having jurisdiction shall be the responsibility of the Firm.

# EXHIBIT B PAYMENT SCHEDULE

Payment to the Consultant for all services as outlined in Section 1 including any extra services that may be authorized under this Agreement, shall be made as follows:

Technical Design Report (Division I) and Preliminary Design (Division II) Services. The Consultant shall be paid a lump sum fee in the categories delineated as follows:

	Fee		
Technical Design Report	\$74,032		
Design Services(*)	\$1,306,243		
Construction Services	\$63,319		
Total Fee	\$1,443,593		

<sup>(\*)</sup> The design services fee is based upon a value of construction of \$19.44 million.

Upon the acceptance of the TDR the Firm shall submit a payment schedule for Design Services. This payment schedule shall be approved by the Commissioner.

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

**Overtime** - Payment vouchers which include overtime shall not be approved by the Department without the Contractor 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.

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

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

## Appendix "EE"

## Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Womenowned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (I) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

## APPENDIX 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.	Public Corp. Partnership Sole Proprietorship			
	Ltd Liability Company X Closely Held Corp.	_Other (specify)		
4.	List names and address of all principals; that is, all individuals serving on the Board comparable body, all partners and limited partners, all corporate officers, all parties ventures, and all members and officers of Limited Liability Companies (attach addinecessary)	of Joint		
Ga Mic	alph Csogi, P.E., CEO/President.  ary T. Etter, P.E., COF,  chael J. Buoncore, CFO/Sr. VP,  Denise Carter, P.E., Sr. VP/Branch Manager			
5.	List all names and address of all shareholders, members, or partners of the firm. If not an individual, list the individual shareholders/partners/members. (* If a Public Corporation include a copy of 10K form in lieu of completing this section) (attach (s) if necessary).	y held		
	s of October 1, 2006, 100% of Greenman-Pedersen, Inc. is owned by Cedersen, Inc. Employee Stock Ownership Trust (ESOT)	Greenman-		
6.	List all affiliated and related companies and their relationship to the firm entered or above [if none, enter "None"] (* include a separate disclosure form for each affisubsidiary 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 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 CorpPartnershipJoint Venture
	Ltd. Liability Co X_Closely Held CorpOther (specify)
4.	List names and addresses of all principals; that is, all individuals serving on the Board of Directors of 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,
	Gary T. Etter, P.E., COF,
	Michael J. Buoncore, CFO/Sr. VP,
	M. Denise Carter, P.E., Sr. VP/Branch Manager,

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

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

Page 2 of 4
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.
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 activities.	of each lobbyist. See page 4 of 4 for a complete description of lobbying
(c) List whether and where the York State):	person/organization is registered as a lobbyist (e.g., Nassau County, New
	nust be signed by a principal of the consultant, contractor or Vendor n for the purpose of executing Contracts.
The undersigned affirms and so swears to his/her knowledge, true and accurate	that he/she has read and understood the foregoing statements and they are,
Dated: January 15, 2016	Signed:

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

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

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

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 fler 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	

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

## 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

۱.	Principal Name <u>M. Denise Carter</u>
	Date of birth
	Home address
	City/state/zip
	Business address 325 West Main Street
	City/state/zip Babylon, NY 11702
	Telephone631.587.5060
	Other present address(es)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 <u>07 / 15 / 2000</u>
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? NO $\underline{X}$ YES $\underline{\hspace{1cm}}$ 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 $\underline{X}$ YES $\underline{\hspace{0.5cm}}$ ; 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.

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 <u>x</u> 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  $\underline{x}$  YES  $\underline{\underline{}}$  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  $\frac{X}{X}$  YES  $\frac{X}{X}$  If Yes, provide details for each such instance. 8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) a) Is there any felony charge pending against you? 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.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law,

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 $\underline{x}$ YES $\underline{\hspace{0.5cm}}$ 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

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 o	r this busine	ess, or any	other affiliated	business listed in respo	nse to
	Question 5 had any sanction in	nposed as a	a result of j	udicial or admir	nistrative proceedings wi	th respect to
	any professional license held?				details for each such in	

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

Aden Reny Notary Public ADEN RIMPEL
Notary Public, State of New York
No. 01RI6077065
Qualified in Suffolk County
Commission Expires July 1, 20

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:

1.	Sr. Vice President The <del>chief executive officer</del> of the Contractor is:					
	M. Denise Carter, P.E. (Name)					
	325 West Main Street, Babylon, NY 11702 (Address)					
	631-587-5060 (Telephone Number)					
2.	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 t satisfaction of the Department that at the time of execution of this agreement, it had a reasonab certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, I 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.
true, co	y certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is prect and complete. Any statement or representation made herein shall be accurate and true as of e stated below.
Octo	ober 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 .
	den Respi O
Notary	

ADEN RIMPEL
Notary Public, State of New York
No. 01 Ri6077065
Qualified in Suffolk County
Commission Expires July 1, 20

## **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:	y 13, 2010
1) Bidder's/Pr	oposer's Legal Name: Greenman-Pedersen, Inc.
2) Address of	Place of Business: 325 West Main Street, Babylon, NY 11702
List all other bu	usiness addresses used within last five years: See attached
3) Mailing Add	dress (if different):
Phone : 631-	-587-5060
	ness own or rent its facilities? Own
4) Dun and B	radstreet number: 0659-3532
5) Federal I.D	Number:11-2537074
6) The bidder X Corporation	/proposer is a (check one): Sole Proprietorship Partnership n Other (Describe)
7) Does this b	ousiness share office space, staff, or equipment expenses with any other business?  If Yes, please provide details: See attached
8) Does this b details:	ousiness control one or more other businesses? Yes X No If Yes, please provide See attached
9) Does this business?	ousiness have one or more affiliates, and/or is it a subsidiary of, or controlled by, any othe Yes X No If Yes, provide details. <u>See attached</u>
County or a bonding ag	ider/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau any other government entity terminated? Yes No $\underline{X}$ If Yes, state the name of Jency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or arding the termination (if a contract).

11) Has the I If Yes, st	bidder/proposer, during the past seven years, been declared bankrupt? Yes No X tate date, court jurisdiction, amount of liabilities and amount of assets
business federal, s owner ar civil anti- such inve	ast five years, has this business and/or any of its owners and/or officers and/or any affiliated is, been the subject of a criminal investigation and/or a civil anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 5 years, have any and/or officer of any affiliated business been the subject of a criminal investigation and/or a trust investigation by any federal, state or local prosecuting or investigative agency, where estigation was related to activities performed at, for, or on behalf of an affiliated business.  No If Yes, provide details for each such investigation. See attached
business federal, s of an affi but not li individua	ast 5 years, has this business and/or any of its owners and/or officers and/or any affiliated been the subject of an investigation by any government agency, including but not limited to state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer liated business been the subject of an investigation by any government agency, including mited to federal, state and local regulatory agencies, for matters pertaining to that also position at or relationship to an affiliated business. Yes X No If Yes, provide or each such investigation See attached
either be pertained	current or former director, owner or officer or managerial employee of this business had, fore or during such person's employment, or since such employment if the charges do events that allegedly occurred during the time of employment by the submitting s, 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 convictionSee 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**

WITH THIS QUESTIONNAIRE MAY RESULT IN RENDER NOT RESPONSIBLE WITH RESPECT TO THE PRESEN BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT STATEMENT TO CRIMINAL CHARGES.	T BID/PROPOSAL OR FUTURE
I, Michael J. Buoncore. , being duly sworn, statems contained in the foregoing pages of this questionnal I supplied full and complete answers to each item therein belief; that I will notify the County in writing of any change submission of this questionnaire and before the execution supplied by me is true to the best of my knowledge, inform will rely on the information supplied in this questionnaire a with the submitting business entity.	re and the following pages of attachments; that to the best of my knowledge, information and in circumstances occurring after the of the contract; and that all information that and belief. I understand that the County
Sworn to before me this 15 day of January	20 <u>16</u>
Aden Renpil Notary Public	ADEN RIMPEL Notary Public, State of New York No. 01RI6077065 Qualified in Suffolk County Commission Expires July 1, 20 / 6
Name of submitting business: Greenman-Pedersen, Inc.	
By: Michael J. Buoncore	
Mchay Homan	
Signature	
CFO / Treasurer / Sr. VP	
Title	
01 / 15 / 2016	
Date	

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION

## 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, Sulte 300 Albany, NY 12205

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

34871 Olive Tree Lane Yucaipa, 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, Englneering Manager 200 Harrison Street, Suite H-2 Jamestown, NY 14701

MONTEBELLO, NY OFFICE 400 Refla 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 Ballardale 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 Sulte 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

GPI Engineerii 325 West Main Item(s) shared	ng and Stree				X	Equipment	X	Expenses
FEIN 38-2563 Corrosion Cor 4403 Donker C Item(s) shared	ntrol C	<b>Consultants</b> BE, Kentwoo Space	<b>and</b> d, M	i <b>Labs, Inc</b> . Il 49512 Staff	×	Equipment	$\boxtimes$	Expenses
FEIN 38-3390 Tinklenberg As 4403 Donker Co Item(s) shared	ssocia ourt S		d, Mi ∑	49512 Staff	×	Equipment	X	Expenses
FEIN 56-1917 Independent M 508 5th Street, Item(s) shared	lappir Ste. 1				X	Equipment	X	Expenses
FEIN 80-0316 Keller & Kirkpa 301 Gibraltar Ditem(s) shared	atrick, rive, S	Inc. Juite 2A, Moi Space	ris F	Plains, New Staff	Jers 🗴	ey 07950 Equipment	X	Expenses
FEIN 32-0363 GPI Michigan I 4403 Donker Co Item(s) shared	nc. ourt S	E, Kentwood Space	i, Mi ⊠	49512 Staff	×	Equipment	X	Expenses
FEIN 59-2405 Underwater Er 3306 Enterprise Item(s) shared	ginee Road				X	Equipment	X	Expenses
FEIN 45-0535502  Aerial Cartographics of America, Inc. 423 South Keller Road, Suite 300, Orlando, FL 32810  Item(s) shared X Space X Staff X Equipment X 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 06/01/06 to Present

Keller & Kirkpatrick, Inc.

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

FEIN: 80-0316965 From 01/01/09 to Present

GPI Michigan, Inc.

4403 Donker Court S.E., Kentwood, 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

Prepared: January 15, 2016

#### Question 12

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

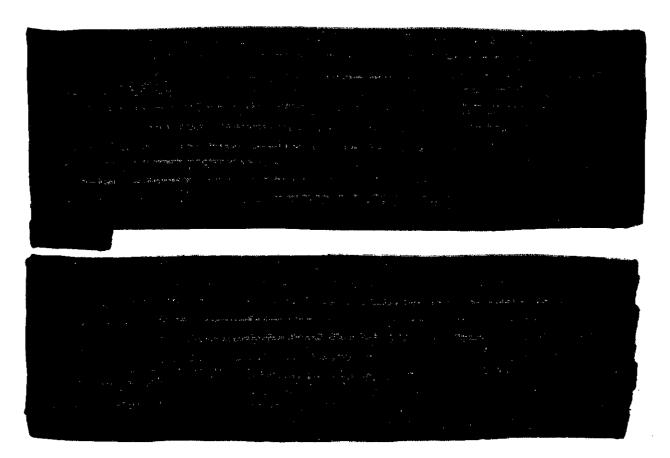
i) State of Florida v Patricia Ann Marazzi, Circuit Court St. Lucie County, Florida Docket No. 562010CF002075A. Based on an internal audit, there was evidence that Patricia Marazzi, former Vice President, of Instrument Sales, Inc., a Florida based retail sales affiliate of Greenman-Pedersen, Inc., which 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 <u>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.</u>



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 Business History Form

Prepared: January 15, 2016

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, <u>State of Florida v. Patricia Ann Marazzi</u>, 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)

Prepared: January 15, 2016

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

Nassau County RFP No. PW-T62023-01D Business History Form

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.

Prepared: January 15, 2016

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

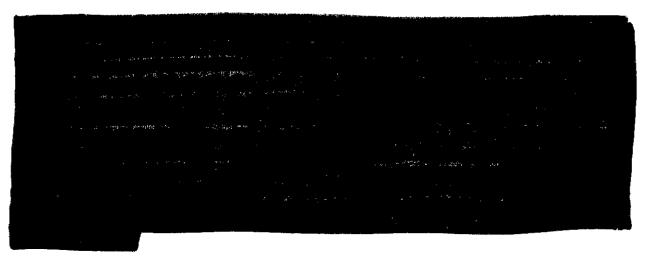
EIN#: 11-2537074

#### Nassau County 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:



REF: Question 12



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.

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/StateYaphank, NY 11980
Telephone 631-852-4002
Fax # 631-852-4150
E-Mail Addresswilliam.hillman@suffolkcountyny.gov
Company Port Authority of New York & New Jersey
Company Port Authority of New York & New Jersey
Company Port Authority of New York & New Jersey  Contact Person Jose Rivera, Jr., P.E., Chief Traffic Engineer
Company Port Authority of New York & New Jersey  Contact Person Jose Rivera, Jr., P.E., Chief Traffic Engineer  Address 2 Gateway Center, 14th Floor
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

GREENMAN-PEDERSEN, INC EIN: 11-2537074

# 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.

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# 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.  Raiph D. Csogi, P.E.	Chairman of the Board 3306 Enterprise Rd., Fort Pierce, FL 34982 Chief Executive Officer / President 100 Corporate Drive, Suite 301, Lebanon, NJ 08833
Gary T. Etter, P.E.	Chief Operating Officer 100 Corporate Drive, Suite 301, Lebanon, NJ 08833
Michael J. Buoncore, CPA	Sr. Vice President/Chief Financial Officer/Secretary/Treasurer 325 W. Main Street, Babylon, NY 11702
M. Denise Carter, P.E.	Sr. Vice President/Branch Manager 325 W. Main Street, Babylon, NY 11702
Patrick Kenneally, P.E.	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.	Sr. Vice President/Branch Manager 400 Rella Boulevard, Suite 207, Montebello, NY 10901
Gregory Johnson, P.E.	Sr. Vice President/Branch Manager 100 Corporate Drive, Suite 301, Lebanon, NJ 08833
Louis Norella, P.E.,	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.	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.	Sr. Vice President/ Branch Manager 7650 Standish Place, Suite 109, Rockville, MD 20855
Daniel J. Maletic, P.E.	Sr. Vice President 10977 Guilford Road, Annapolis Junction, MD 20701
Douglass Robb, P.E.	Sr. Vice President/Branch Manager 10977 Guilford Road, Annapolis Junction, MD 20701
Joseph Nemmer, P.E.	Sr. Vice President/Branch Manger 4950 Genesee St., Suite 165, Buffalo, NY 14225

January 07, 2016

## GREENMAN-PEDERSEN, INC

EIN: 11-2537074

# NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ATTACHMENTS TO BUSINESS HISTORY FORM

Robert Rupert	Sr. Vice President/Branch Manager 1010 East Adams St., Suite 140, Jacksonville, FL 32202
Sandra Bucklew	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; \$
- 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

 ${\tt GREENMAN-PEDERSEN, INC.}$ 

EIN: 11-2537074

# 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

SU	SUMMARY OF RELEVANT ACCOMPLISHMENTS							
Pro	ject 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-Cali Contract for CEI Services to Resurface County Roads, Nassau County, NY. Project involved providing construction inspection services for both nightime 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			

EIN: 11-2537074

#### NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

SUMMARY OF RELEVANT ACCOMPLI				To the second
Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Gompletion Date	Project was completed or time and within budge
<ol> <li>Nassau County Red Light Violation Camera System, Nassau County, NY. Project involved designing 50 red light camera locations for installation on Nassau County roadways.</li> </ol>	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
<ol> <li>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.</li> </ol>	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
<ol> <li>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.</li> </ol>	Nassau County Dept. of Public Works Westbury, NY	\$778 fee	2015	Progressing on time/ budget

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## NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

SU	IMMARY OF RELEVANT ACCOMPL	ISHMENTS			
	oject Name and Location	Client Name & Address	Cost Of Work (In thousands)	Gompletion 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.	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

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ŞŲ	SUMMARY OF RELEVANT ACCOMPLISHMENTS					
Pro	ject Name and Location	Client Name & Address	Cost Of Work (in thousands)	Gompletion Date	Project was completed or time and within budge	
	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, Nicolis 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	

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	eject Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed or suffice and within budge
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.	(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
	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
	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

 ${\tt GREENMAN-PEDERSEN, INC.}$ 

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Pro	ject Name and Location	Client Name & Address	Cost Of Work (In thousands)	Completion Date	Project was completed or time and within budge
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.	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.	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.	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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Pro	ject Name and Location.	Client Name & Address	Cost Of Work (in thousands)	Gompletion Date	Project was completed on time and within budget		
	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, 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, and reducing the overall delay on these arterials.	New York State Dept. of Transportation Albany, NY	\$692 fee	2016	Progressing on time/ budget		
	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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Pro	ject Name and Location.	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget	
	Engineering, Design and Inspection Services - Citywide ITS Related and Planning Projects, Citywide, NY. GPI is providing planning and design services for citywide intelligent transportation system (ITS) related and planning projects. This agreement provides engineering services for survey, street/highway design, traffic engineering/analysis and simulation, structural design, inspection, shop drawing review, value engineering, construction inspection and constructibility review activities.	New York City Dept. of Transportation New York, NY	Total fee to date: \$5,987	2015	Progressing on time/ budget	
	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	
	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	
	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	
	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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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 Almsun 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-Cali - 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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Pro	ject 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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ŚÜ	SUMMARY OF RELEVANT ACCOMPLISHMENTS						
Pro	ject Name and Location	Client Name & Address	Cost Of Work (in thousands)	Gompletion Date	Project was completed on time and within budget		
	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 bidirectional 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		
	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		
	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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Pro	ject Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget	
	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	
	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	
	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	
	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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#### NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

SU	SUMMARY OF RELEVANT ACCOMPLISHMENTS					
Pro	ject 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	
	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	
	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, turnished 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	

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#### NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

Project Name and Location	Client Name & Address	Cost Of Work (in thousands)	Completion Date	Project was completed on time and within budget
Inventory System (SMAIS), Various	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

BABYLON, NY 11702-0000 GREENMAN PEDERSEN INC 325 WEST MAIN STREET ATTA MICHIELE BOBICH

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

CERTIFICATE NUMBER DOUGLAS E LENTIVECH.
DEPUTY COMMISSIONER.
FOR THE PROPESSIONS Des E. Pau