



Certified:

**E-103-21**

Filed with the Clerk of the  
Nassau County Legislature on  
July 2, 3:06 pm

**NIFS ID:CLPW21000019      Department: Public Works**

**Capital: X**

SERVICE: Nassau Hub Study PM & AA/EIS Procurement Assistance

Contract ID #:CFPW08000024

NIFS Entry Date: 25-JUN-21

Term: from 17-SEP-21 to 16-SEP-26

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>WSP USA Inc.</b>	Vendor ID#: [REDACTED]
Address: One Penn Plaza  4th Floor  New York, NY 10119	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Sean Sallie
Address: NCDPW  1194 Prospect Ave  Westbury, NY 11590  Phone: 516-571-9342

## Routing Slip

Department	NIFS Entry: X	25-JUN-21 -- LDIONISIO
Department	NIFS Approval: X	25-JUN-21 -- RD'ALLEVA
DPW	Capital Fund Approved: X	25-JUN-21 -- RDALLEVA
OMB	NIFA Approval: X	29-JUN-21 -- CNOLAN
OMB	NIFS Approval: X	25-JUN-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	25-JUN-21 -- AAMATO
County Atty.	Approval to Form: X	29-JUN-21 -- DGREGWARE

<b>CPO</b>	<b>Approval: X</b>	<b>30-JUN-21 -- RCLEARY</b>
<b>DCEC</b>	<b>Approval: X</b>	<b>30-JUN-21 -- RCLEARY</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>01-JUL-21 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>02-JUL-21 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

**Purpose:** This is an amendment with WSP USA Inc. (formerly BP Americas, Inc.) requesting (i) extension of the contract term, (ii) the reallocation of funding from completed/closed out tasks; and (iii) an increase in the maximum amount, to provide administrative, management and technical support to the Department of Public Works regarding the Federal Transit Administration (FTA) grant-funded Hub Transit Alternatives Analysis (the "AA") process. The AA begins with identification and analysis of potential new transit routes/alignments to serve the Nassau Hub (uses served include Hofstra University, Nassau Veterans Memorial Coliseum property, Nassau Community College, Mitchel Field, Museum Row, Roosevelt Field Mall and others), and culminates with the selection and implementation of a Locally Preferred Alternative (the "LPA").

The contract amendment will allow the department to fully implement Phase I of the IOS BRT Project which will introduce fast, convenient and clean energy transit access to the Hempstead Intermodal Center and the Nassau Hub.

**Method of Procurement:** RFP - issued 3/20/2008

**Procurement History:** RFP issued 3/20/2008. There were two proposals received. WSP USA Inc. was selected as the highest technical proposal.

**Description of General Provisions:** The first component of the proposed Amendment would extend the term of the Agreement by twenty-four (24) months effective September 17, 2021, with an option to renew for up to an additional three (3) twelve (12) month periods, for a total possible term of sixty (60) months so that the termination of the Agreement, as amended, shall be September 16, 2026.

The second component of the proposed Amendment would reallocate payment budget amounts among line items described in Section 3 - Payment, with an effective date of May 1, 2020. Unspent amounts (totaling \$395,000) would be reallocated from line items that are completed to Category B Task Three and Direct Expenses. In summary, work in Category A Task 1 through Task 8, as well as Category B Task 1, is complete, and the remaining amounts from these line items are requested to be transferred to Category B Task 3 and Direct Expenses. No transfer is proposed for Category B Task 2, Category C, or Category D.

Reallocated funding would be programmed to allow the completion of existing Task Order # 14 (and PMC TO companion) ? IOS Phase I Design, and a new Task Order to support the introduction of BEBs and charging stations for use as part of the IOS Phase I implementation. These tasks are reimbursable and required by FTA to be completed by the grant close out deadline.

The third component of the proposed Amendment would increase the Maximum Amount payable under the Agreement by \$2,500,000 which would be eighty percent (80%) reimbursable by the FTA.

**Impact on Funding / Price Analysis:** The maximum amount increased by this amendment is \$2,500,000. The new total maximum

amount of the contract is \$7,489,834. Nassau County is currently utilizing two FTA grants/earmarks which provide 80% and 100% reimbursement for eligible planning tasks. As of May 7, 2021, there are \$4,362,960.31 of remaining federal funds from which to draw down. Nassau County recently received grant extension approval from the FTA to expend funds and initiate the close-out process by September 30, 2022.

**Change in Contract from Prior Procurement:** The proposed amendment includes the following terms: (1) extend the term by twenty-four (24) months with an option to further extend by an additional three (3) twelve (12) month periods, for a possible term of sixty (60) months, (2) reallocate payment budget amounts among line items described in Section 3 ? Payment, and (3) increase the Maximum Amount payable under the Agreement by \$2,500,000 to permit the issuance of amended and new Task Orders required to achieve FTA grant milestones.

**Recommendation: (approve as submitted)** Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		1	PWCAPCAP/91091/000/00002	\$ 2,500,000.00
Control:	00	Contract:				\$ 0.00
Resp:	CAP	County	\$ 0.00			\$ 0.00
Object:	00002	Federal	\$ 2,000,000.00			\$ 0.00
Transaction:	CL	State	\$ 250,000.00			\$ 0.00
Project #:	91091	Capital	\$ 250,000.00			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 2,500,000.00		TOTAL	\$ 2,500,000.00
% Increase						
% Decrease						

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RENEWAL		TOTAL	\$ 2,500,000.00		TOTAL	\$ 2,500,000.00
% Increase						
% Decrease						



RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC  
WORKS, AND WSP USA

WHEREAS, the County has negotiated an amendment to a personal services agreement with WSP USA, formerly known as Parsons Brinckerhoff, Inc., and prior to that PB Americas, Inc., to provide administrative, management, and technical support to the County regarding the Federal Transit Administration grant-funded Hub Transit Alternatives Analysis process, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with WSP USA.



## Nassau County Interim Finance Authority

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

**1. Vendor:** WSP USA Inc.

**2. Dollar amount requiring NIFA approval:** \$2500000

**Amount to be encumbered:** \$2500000

This is a Amendment

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

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

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

**3. Contract Term:**

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

If yes, please explain:

**4. Funding Source:**

General Fund (GEN)

X Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

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

N

If not, will it require a future borrowing?

Y

Has the County Legislature approved the borrowing?

Y

Has NIFA approved the borrowing for this contract?

N

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

WSP USA Inc. (formerly PB Americas, Inc.), is under contract with the County to provide administrative, management and technical support to the Department of Public Works ("Department") regarding the Federal Transit Administration (FTA) grant-funded Hub Transit Alternatives Analysis (the "AA") process. The AA begins with identification and analysis of potential new transit routes&#x2F;

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

CNOLAN

29-JUN-21

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

### **AMENDMENT NO. 3**

This AMENDMENT Number 3, effective as of July 1, 2021 (the "Amendment Number 3"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Planning Department, having its principal office at 100 County Seat Drive, Mineola, New York 11501, and (ii) WSP USA (fka PB Americas, Inc.), a New York State Corporation, having its principal office at One Penn Plaza, New York, NY 10119 (the "Contractor").

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

WHEREAS, pursuant to County contract number CFPW08000024 between the County and the Contractor, executed on behalf of the County on September 18, 2008 and annexed hereto (the "Original Agreement"), the Contractor performs certain services for the County in connection with administrative and management support to the County while the County is conducting an Alternatives Analysis (the "AA") and an Environmental Impact Statement (the "EIS") pursuant to all applicable legal requirements, which services are more fully described in the Original Agreement ( the "Services");

WHEREAS, the term of the Agreement, as previously amended by Amendment No. 2 dated April 4, 2017, is from September 18, 2008 through September 17, 2021 (the "Amended Term") and the County desires to extend the term; and,

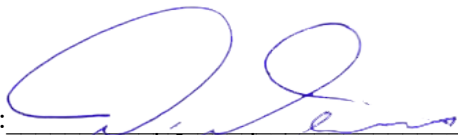
WHEREAS, the County desires to reallocate payment budget among task line items (as provided for by the terms of the Original Agreement), and increase the Maximum Amount Payable; and,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment Number 3, the parties agree as follows:

1. Second Amended Term. This Amendment shall: (i) extend the Term to add twenty-four (24) months; and (ii) allow for further extension for three (3) additional twelve (12) month periods, so that the total possible term of the Agreement, as amended by this Amendment may be September 17, 2026 ("Second Amended Term"). The decision to exercise the extension allowed by this Amendment No. 3 will be at the sole discretion of the Commissioner.
2. Maximum Amount Payable. Amend Section 3 of the Original Agreement, inclusive of all prior amendments and change orders, to: (i) reallocate unspent budget from line items in Categories A, Tasks 1 – 8, and Category B, Task 1, to Category B, Task 3, and Direct Expenses, effective May 1<sup>st</sup>, 2020; and (ii) increase the Maximum Amount payable from Four Million Nine Hundred Eighty-Nine Thousand Eight Hundred Thirty-Four Dollars (\$4,989,834) to Seven Million Four Hundred Eighty-Nine Thousand Eight Hundred Thirty-Four Dollars (\$7,489,834.00), as referenced in Exhibit A.
3. Full Force and Effect. All of the terms and conditions of the Original Agreement not expressly amended by this Amendment and prior amendments, shall remain in full force and effect and govern the relationship of the parties for the term of the Original Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

WSP USA

By:   
Name: David Weiss  
Title: VP/NY Business Lead  
Date: 6/14/21

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

COUNTY OF Queens)

On the 14 day of June in the year 2021 before me personally came David Weiss to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester, State of NY; that he or she is the VP/NY Business Lead of WSP USA Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Ch. Goye

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_\_ 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

Amendment No. 3, Exhibit A  
Modifications to Section 3 of the Agreement

Section 3 of the Agreement shall be modified as follows to enable the Contractor to continue providing technical assistance and support—as requested by the County through the issuance of individual Task Orders—to advance the Nassau Hub Transit Initiative (the “Project”) in accordance with Category B Task Three of the Agreement:

1. Paragraph 3(A): Amount of Consideration – The Maximum Amount to be paid to the Contractor as full consideration for the Contractor’s Services under this Agreement, inclusive of direct labor, overhead, reimbursable expenses and fixed fee for profit, shall be increased by two million five hundred thousand dollars (\$2,500,000.00) for a total of up to seven million four hundred eighty-nine thousand eight hundred thirty-four dollars (\$7,489,834.00).
2. Paragraph 3(A)(i): Planning Assistance (Category A), Task One – The amount to be paid under this paragraph shall be decreased by five thousand six hundred thirty-nine dollars and seventy-one cents (\$5,639.71) for a total of up to twenty thousand one hundred seventy-two dollars and twenty-nine cents (\$20,172.29) for direct labor and overhead.
3. Paragraph 3(A)(ii): Planning Assistance (Category A), Task Two – The amount to be paid under this paragraph shall be decreased by twenty-eight thousand eight hundred fifty-three dollars and thirty cents (\$28,853.30) for a total of up to twenty thousand four hundred ninety-nine dollars and seventy cents (\$20,499.70) for direct labor and overhead.
4. Paragraph 3(A)(iii): Planning Assistance (Category A), Task Three – The amount to be paid under this paragraph shall be decreased by seventy-one thousand eight hundred eighty-nine dollars and thirty-nine cents (\$71,889.39) for a total of up to forty thousand one hundred nineteen dollars and sixty-one cents (\$40,119.61) for direct labor and overhead.
5. Paragraph 3(A)(iv): Planning Assistance (Category A), Task Four – The amount to be paid under this paragraph shall be decreased by forty-one dollars and seventy-eight cents (\$41.78) for a total of up to nine thousand five hundred seventy-five dollars and twenty-two cents (\$9,575.22) for direct labor and overhead.
6. Paragraph 3(A)(v)(a): Planning Assistance (Category A), Task Five – The amount to be paid under this paragraph shall be decreased by twenty-two thousand two hundred seventy dollars and thirty-one cents (\$22,270.31) for a total of up to thirteen thousand three hundred twenty-three dollars and sixty-nine cents (\$13,323.69) for direct labor and overhead.
7. Paragraph 3(A)(vi)(a): Planning Assistance (Category A), Task Six – The amount to be paid under this paragraph shall be decreased by one hundred forty-one thousand ninety-one dollars and ninety-three cents (\$141,091.93) for a total of up to seventy-seven thousand three hundred fifty-eight dollars and seven cents (\$77,358.07) for direct labor and overhead.
8. Paragraph 3(A)(vii)(a): Planning Assistance (Category A), Task Seven – The amount to be paid under this paragraph shall be decreased by fifty-four thousand one hundred fifteen dollars and forty-two cents (\$54,115.42) for a total of up to seventy-seven thousand two hundred fifty-eight dollars and fifty-eight cents (\$77,258.58) for direct labor and overhead.
9. Paragraph 3(A)(viii)(a): Planning Assistance (Category A), Task Eight – The amount to be paid under this paragraph shall be decreased by six thousand twenty-five dollars and eighty-two cents (\$6,025.82) for a total of up to thirty-eight thousand five hundred eighty-five dollars and eighteen cents (\$38,585.18) for direct labor and overhead.

10. Paragraph 3(A)(ix)(a): Technical Assistance and Support (Category B), Task One – The amount to be paid under this paragraph shall be decreased by eighty-two thousand eight hundred sixteen dollars and twenty-two cents (\$82,816.22) for a total of up to twenty-three thousand two hundred fifty-three dollars and seventy-eight cents (\$23,253.78) for direct labor and overhead.
11. Paragraph 3(A)(ix)(b): Technical Assistance and Support (Category B), Task One – The amount to be paid under this paragraph shall be decreased by two thousand six hundred fifty-one dollars and seventy-five cents (\$2,651.75) for a total of up to seven thousand nine hundred fifty-five dollars and twenty-five cents (\$7,955.25) for fixed fee, payable in accordance with each fully-executed Task Order issued pursuant to Section 2 of the Agreement.
12. Paragraph 3(A)(xi)(a): Technical Assistance and Support (Category B), Task Three – The amount to be paid under this paragraph shall be increased by two million six hundred forty-two thousand seven hundred forty-three dollars and eighty-eight cents (\$2,642,743.88) for a total of up to four million three hundred thirty-four thousand two hundred eleven dollars and eighty-eight cents (\$4,334,211.88) for direct labor and overhead. The additional funds shall be used to conduct additional work requested by the County under Category B Task Three and subject to the issuance of individual Task Orders by the County, pursuant to the requirements of Section 2 of the Agreement.
13. Paragraph 3(A)(xi)(b): Technical Assistance and Support (Category B), Task Three – The amount to be paid under this paragraph shall be increased by two hundred twenty-seven thousand six hundred fifty-one dollars and seventy-five cents (\$227,651.75) for a total of up to three hundred ninety-six thousand eight hundred one dollars and seventy-five cents (\$396,801.75) for fixed fee, payable in accordance with each fully-executed Task Order issued pursuant to Section 2 of the Agreement. The additional funds shall be used to conduct additional work requested by the County under Category B Task Three.
14. Paragraph 3(A)(xiv): Direct Expenses – The amount to be paid under this paragraph shall be increased by forty-five thousand dollars (\$45,000.00) for a total of up to one hundred one thousand nine hundred fifty-three dollars (\$101,953.00) for direct expenses. The additional funds shall be used to cover actual reasonable and necessary direct expenses incurred during the performance of approved Services under this Agreement.

-END -



Compliance with Law.


(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

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

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

  
\_\_\_\_\_  
Signature

David Weiss, Vice President / NY Business Lead  
\_\_\_\_\_  
Printed Name and Title

6/14/21  
\_\_\_\_\_  
Date

Jack Schnirman  
Comptroller



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

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

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

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

FEDERAL TAX ID #: \_\_\_\_\_

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
Department Head Signature

\_\_\_\_\_  
Date

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

# Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

## Vendor Disclosures

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

Name of Submitting Entity: WSP USA Inc.

Vendor's Address: One Penn Plaza, 4th Floor New York NY US 10119

Vendor's EIN or TIN: 111531569

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

Political Campaign Contribution Disclosure Form:  
06/04/2021 05:04:50 PM

Lobbyist Registration and Disclosure Form:  
06/04/2021 04:55:58 PM

Business History Form certified:  
06/04/2021 05:11:52 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
06/04/2021 05:05:45 PM

# Principal Questionnaire(s)

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

Principal Name	Date Certified
Gerald S. Jannetti [JERRY.JANNETTI@WSP.COM]	06/04/2021 05:35:57 PM
Bernard P. McNeilly [BERNIE.MCNEILLY@WSP.COM]	06/04/2021 05:33:31 PM
Hillary F. Jassey [HILLARY.JASSEY@WSP.COM]	06/07/2021 05:22:18 PM
Joseph G. Pulicare [JOE.PULICARE@WSP.COM]	06/04/2021 05:38:33 PM
Lewis P. Cornell [LOU.CORNELL@WSP.COM]	06/07/2021 05:28:37 PM
Andrew C. Esposito [ANDREW.ESPOSITO@WSP.COM]	06/07/2021 05:26:30 PM

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

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

## CERTIFICATION

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

Laura S. Unger LAURA.UNGER@WSP.COM

*Name*

Assistant General Counsel, Regulatory Compliance

*Title*

WSP USA Inc.

*Name of Submitting Entity*

06/09/2021 10:48:29 AM

*Date*



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Laura Unger [LAURA.UNGER@WSP.COM]

Dated: 06/04/2021 05:04:50 PM

Vendor: WSP USA Inc.

Title: Assistant General Counsel, Regulatory Compliance





COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Laura Unger [LAURA.UNGER@WSP.COM]

Dated: 06/04/2021 04:55:58 PM

Vendor: WSP USA Inc.

Title: Assistant General Counsel, Regulatory Compliance

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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Andrew Esposito  
Date of birth: \_\_\_\_\_  
Home address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: CA Zip/Postal Code: \_\_\_\_\_  
Country: US

Business Address: 1100 Town and Country Road  
City: Orange State/Province/Territory: CA Zip/Postal Code: 92868  
Country: US  
Telephone: 714-973-4880

Other present address(es):  
City: Orange State/Province/Territory: CA Zip/Postal Code: 92868  
Country: US  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	<u>03/18/2020</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<u>03/18/2020</u>	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

See Attachment A. It should be noted that this principal was not a principal at the time of The Louis Berger

1 File(s) Uploaded: Esposito Attachment A\_06072021.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

As a nationally known professional services firm active across sectors including advisory, buildings, water and environment, industrial and energy, and transportation and infrastructure, WSP USA Inc. and its affiliates have been awarded hundreds of government contracts.

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

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

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

On April 1st, 2018, WSP USA Inc. and its affiliates, which includes WSP International LLC (f/k/a Parsons Brinckerhoff International, LLC), renewed its workers' compensation insurance with Liberty Mutual. At no time was there a lapse in our workers' compensation coverage. However, the administrative action of notifying the NYS Workers' Compensation Board of coverage for WSP International LLC was not successfully transmitted. Thus, the state was not kept current on our coverage and WSP International LLC was debarred. Evidence of coverage was provided to the state and the debarment was lifted on February 19, 2019.

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

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

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In 2018, WSP USA Inc. failed to renew its professional engineering Certificate of Authorization with the Ohio State Board of Registration for Professional Engineers and Surveyors (the "Board") prior to its expiration. Because the firm had been late in renewing the Certificate of Authorization in the past, the Board and WSP entered into a settlement agreement, which included a fine, in lieu of formal hearing or legal proceedings. The settlement agreement was executed, the fine was paid, and WSP USA Inc.'s Certificate of Authorization was reissued. WSP has remained in good standing with the Board since.

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

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

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

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

**CERTIFICATION**

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

WSP USA Inc.

Name of submitting business

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

Andrew C. Esposito [ANDREW.ESPOSITO@WSP.COM]

Senior Vice President and Treasurer

Title

06/07/2021 05:26:30 PM

Date



**Andrew C. Esposito**

Mr. Esposito does not have an ownership interest in any firm.

Compac Sorting Equipment, Inc. is unrelated to WSP.

<b>Firm</b>	<b>Title</b>	<b>Date Affiliation Ended</b>
Earth Consulting Group, Inc.	SVP, Treasurer and Director	Current
EarthCon Consultants CA, Inc.	SVP, Treasurer and Director	Current
EarthCon Consultants, Inc.	SVP, Treasurer and Director	Current
Petra Analytics, LLC	SVP, Treasurer and Director	Current
tk1sc	SVP, Treasurer and Director	Current
Leach Wallace Associates, Inc.	VP, Treasurer and Director	Current
Louis Berger Aircraft Services, Inc.	SVP, Treasurer and Director	Current
Louis Berger Hawthorne Services, Inc.	SVP, Treasurer and Director	Current
Louis Berger Services, Inc.	SVP, Treasurer and Director	Current
Parsons Brinckerhoff Holdings Inc.	EVP, CFO, Treasurer and Director	Current
PB Power Inc.	SVP, Controller and Director	Current
WSP International LLC	Director	Current
Walsh Environmental LLC	Director	Current
WSP Michigan Inc.	Controller	Current
WSP USA Administration Inc.	SVP, Controller and Director	Current
WSP USA Asset Maintenance Services, LLC	SVP, Treasurer and Director	Current
WSP USA Buildings Inc.	CFO, Treasurer & Director	Current
WSP USA Design Inc.	Controller	Current
WSP USA Holdings, Inc.	Executive Vice President, CFO, Treasurer & Director	Current
WSP USA Services Inc.	SVP, Treasurer & Director	Current
WSP USA Solutions Inc.	SVP, Treasurer and Director	Current
LT Environmental, Inc.	VP, Treasurer and Director	11/2/2020 (firm merged into WSP USA Inc.)
Ecology and Environment, Inc.	SVP, Treasurer	9/2/2020 (firm merged into WSP USA Inc.)
Compac Sorting Equipment, Inc.	Director Group Finance Operations	January 2020

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Bernard McNeilly  
Date of birth: \_\_\_\_\_  
Home address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: US

Business Address: One Penn Plaza, 4th Floor  
City: New York State/Province/Territory: NY Zip/Postal Code: 10119  
Country: US  
Telephone: 2124655000

Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	<u>10/08/2019</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

WSP P.C., Vice President and owner.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

WSP P.C. was established to perform professional services within the District of Columbia and other jurisdictions which require a professional corporation to provide licensed professional services, such as civil engineering. The firm has been awarded contracts by government entities such as District of Columbia Dept. of Transportation.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

In 2018, WSP USA Inc. failed to renew its professional engineering Certificate of Authorization with the Ohio State Board of Registration for Professional Engineers and Surveyors (the "Board") prior to its expiration. Because the firm had been late in renewing the Certificate of Authorization in the past, the Board and WSP entered into a settlement agreement, which included a fine, in lieu of formal hearing or legal proceedings. The settlement agreement was executed, the fine was paid, and WSP USA Inc.'s Certificate of Authorization was reissued. WSP has remained in good standing with the Board since.

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

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

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

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

**CERTIFICATION**

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

WSP USA Inc.

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Bernard P. McNeilly [BERNIE.MCNEILLY@WSP.COM]

---

President and CEO

Title

---

06/04/2021 05:33:31 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Hillary F. Jassey  
Date of birth: \_\_\_\_\_  
Home address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: NY Zip/Postal Code: \_\_\_\_\_  
Country: US

Business Address: One Penn Plaza  
City: New York State/Province/Territory: NY Zip/Postal Code: 10119  
Country: US  
Telephone: 2124655000

Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>06/01/2015</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

See Attachment A. It should be noted that this principal was not a principal at the time of The Louis Berger

1 File(s) Uploaded: Jassey Attachment A\_06072021.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

As a nationally known professional services firm active across sectors including advisory, buildings, water and environment, industrial and energy, and transportation and infrastructure, WSP USA Inc. and its affiliates have been awarded hundreds of government contracts.

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

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

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

On April 1st, 2018, WSP USA Inc. and its affiliates, which includes WSP International LLC (f/k/a Parsons Brinckerhoff International, LLC), renewed its workers' compensation insurance with Liberty Mutual. At no time was there a lapse in our workers' compensation coverage. However, the administrative action of notifying the NYS Workers' Compensation Board of coverage for WSP International LLC was not successfully transmitted. Thus, the state was not kept current on our coverage and WSP International LLC was debarred. Evidence of coverage was provided to the state and the debarment was lifted on February 19, 2019.

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

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

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



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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In 2018, WSP USA Inc. failed to renew its professional engineering Certificate of Authorization with the Ohio State Board of Registration for Professional Engineers and Surveyors (the "Board") prior to its expiration. Because the firm had been late in renewing the Certificate of Authorization in the past, the Board and WSP entered into a settlement agreement, which included a fine, in lieu of formal hearing or legal proceedings. The settlement agreement was executed, the fine was paid, and WSP USA Inc.'s Certificate of Authorization was reissued. WSP has remained in good standing with the Board since.

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

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

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

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

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WSP USA Inc.

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Name of submitting business

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

Hillary F. Jassey [HILLARY.JASSEY@WSP.COM]

---

Secretary

---

Title

06/07/2021 05:22:18 PM

---

Date

### Hillary F. Jassey

Ms. Jassey does not have an ownership interest in any firm.

<b>Firm</b>	<b>Title</b>	<b>Date Affiliation Ended</b>
Earth Consulting Group, Inc.	Secretary	Current
EarthCon Consultants CA, Inc.	Secretary	Current
EarthCon Consultants, Inc.	Secretary	Current
Petra Analytics, LLC	Secretary	Current
tklsc	Secretary	Current
Leach Wallace Associates, Inc.	Secretary	Current
Louis Berger Aircraft Services, Inc.	Assistant Secretary	Current
Louis Berger Hawthorne Services, Inc.	Assistant Secretary	Current
Louis Berger Services, Inc.	Assistant Secretary	Current
Parsons Brinckerhoff Holdings Inc.	Assistant Secretary	Current
PB Power Inc.	Secretary	Current
WSP International LLC	Secretary	Current
WSP Michigan Inc.	Secretary	Current
WSP USA Administration Inc.	Secretary	Current
WSP USA Asset Maintenance Services, LLC	Assistant Secretary	Current
WSP USA Buildings Inc.	Assistant Secretary	Current
WSP USA Design Inc.	Secretary	Current
WSP USA Holdings Inc.	Assistant Secretary	Current
WSP USA Services Inc.	Secretary	Current
WSP USA Solutions Inc.	Assistant Secretary	Current
LT Environmental, Inc.	Secretary	11/2/2020 (firm merged into WSP USA Inc.)
Ecology and Environment, Inc.	Secretary	9/1/2020 (firm merged into WSP USA Inc.)
Everest Acquisition Corp.	Assistant Secretary	12/31/2019 (firm merged into Ecology and Environment Inc.)
Louis Berger Logistics Services, Inc.	Assistant Secretary	8/2/2019 (merged into Louis Berger Hawthorne Services, Inc.)
Louis Berger Power, LLC	Assistant Secretary	8/2/2019 (merged into Louis Berger Hawthorne Services, Inc.)
BergerABAM Inc.	Assistant Secretary	4/26/2019 (firm merged into WSP USA Inc.)
WSP New York, Inc.	Assistant Secretary	Company sold 1/11/2019

## PRINCIPAL QUESTIONNAIRE FORM

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

1. Principal Name: Gerald Jannetti  
Date of birth: \_\_\_\_\_  
Home address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: NJ Zip/Postal Code: \_\_\_\_\_  
Country: US

Business Address: One Penn Plaza  
City: New York State/Province/Territory: NY Zip/Postal Code: 10119  
Country: US  
Telephone: 212-465-500

Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>06/01/2015</u>		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

In 2018, WSP USA Inc. failed to renew its professional engineering Certificate of Authorization with the Ohio State Board of Registration for Professional Engineers and Surveyors (the "Board") prior to its expiration. Because the firm had been late in renewing the Certificate of Authorization in the past, the Board and WSP entered into a settlement agreement, which included a fine, in lieu of formal hearing or legal proceedings. The settlement agreement was executed, the fine was paid, and WSP USA Inc.'s Certificate of Authorization was reissued. WSP has remained in good standing with the Board since.

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

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



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

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

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WSP USA Inc.

Name of submitting business

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

Gerald S. Jannetti [JERRY.JANNETTI@WSP.COM]

Senior Vice President

Title

06/04/2021 05:35:57 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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1. Principal Name: Joseph Pulicare  
Date of birth: \_\_\_\_\_  
Home address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: FL Zip/Postal Code: \_\_\_\_\_  
Country: US

Business Address: 301 E Pine St., Suite 1020  
City: Orlando State/Province/Territory: FL Zip/Postal Code: 32801  
Country: US  
Telephone: 407-587-7800

Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>06/01/2015</u>		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

Current Senior Vice President at WSP USA Solutions Inc. (f/k/a Louis Berger U.S., Inc.) It should be noted that

this principal was not a principal at the time of The Louis Berger Group Inc.'s Foreign Corrupt Practices Act violations in 2010.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

As a nationally known professional services firm active across sectors including advisory, buildings, water and environment, industrial and energy, and transportation and infrastructure, WSP USA Inc. and its affiliates have been awarded hundreds of government contracts.

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

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- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

9.

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

WSP USA Inc.

Name of submitting business

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

Joseph G. Pulicare [JOE.PULICARE@WSP.COM]

Senior Vice President

Title

06/04/2021 05:38:33 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Lewis Cornell  
Date of birth: \_\_\_\_\_  
Home address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: CA Zip/Postal Code: \_\_\_\_\_  
Country: US

Business Address: 1100 Town and Country Road, Suite 200  
City: Orange State/Province/Territory: CA Zip/Postal Code: 92868  
Country: US  
Telephone: 2124655000

Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>10/15/2019</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

See Attachment A. It should be noted that this principal was not a principal at the time of The Louis Berger

1 File(s) Uploaded: Cornell Attachment A\_06072021.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

As a nationally known professional services firm active across sectors including advisory, buildings, water and environment, industrial and energy, and transportation and infrastructure, WSP USA Inc. and its affiliates have been awarded hundreds of government contracts.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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



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

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

9.

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

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

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

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

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

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

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

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

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

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

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

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

In 2018, WSP USA Inc. failed to renew its professional engineering Certificate of Authorization with the Ohio State Board of Registration for Professional Engineers and Surveyors (the "Board") prior to its expiration. Because the firm had been late in renewing the Certificate of Authorization in the past, the Board and WSP entered into a settlement agreement, which included a fine, in lieu of formal hearing or legal proceedings. The settlement agreement was executed, the fine was paid, and WSP USA Inc.'s Certificate of Authorization was reissued. WSP has remained in good standing with the Board since

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

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

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

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

**CERTIFICATION**

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WSP USA Inc.

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Name of submitting business

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

Lewis P. Cornell [LOU.CORNELL@WSP.COM]

---

Executive Vice President

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Title

06/07/2021 05:28:37 PM

---

Date

**Lewis P. Cornell**

Mr. Cornell does not have an ownership interest in any firm.  
 Jacobs Engineering Group Inc. is unrelated to WSP.

<b>Firm</b>	<b>Title</b>	<b>Date Affiliation Ended</b>
Earth Consulting Group, Inc.	President and Director	Current
EarthCon Consultants CA, Inc.	President and Director	Current
EarthCon Consultants, Inc.	President and Director	Current
Petra Analytics, LLC	President and Director	Current
tklsc	President and Director	Current
Leach Wallace Associates, Inc.	Director and President	Current
Louis Berger Aircraft Services, Inc.	Director and SVP	Current
Louis Berger Hawthorne Services, Inc.	Director and President	Current
Louis Berger Services, Inc.	Director and President	Current
Parsons Brinckerhoff Holdings Inc.	Director, CEO and President	Current
WSP USA Administration Inc.	Director and President	Current
WSP USA Asset Maintenance Services, LLC	President and Director	Current
WSP USA Buildings Inc.	Executive Vice President	Current
WSP USA Holdings Inc.	President, CEO, and Director	Current
WSP USA Services Inc.	Director and President	Current
WSP USA Solutions Inc.	Executive Vice President	Current
LT Environmental, Inc.	Director and President	11/2/2020 (firm merged into WSP USA Inc.)
Ecology and Environment, Inc.	President	9/2/2020 (firm merged into WSP USA Inc.)
Everest Acquisition Corp.	Director and President	12/31/2019 (firm merged into Ecology and Environment Inc.)
Jacobs Engineering Group Inc.	SVP	October 2019

## Business History Form

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

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

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

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

Date: 06/04/2021

1) Proposer's Legal Name: WSP USA Inc.

2) Address of Place of Business: One Penn Plaza

City: New York State/Province/Territory: NY Zip/Postal Code: 10119

Country: US

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

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

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

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

\_\_\_\_\_

4) Dun and Bradstreet number: 0566687000

5) Federal I.D. Number: 111531569

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

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

YES ☒ NO ☐ If yes, please provide details:

WSP USA Inc. shares office space, staff and equipment expenses with affiliated companies including Parsons Brinckerhoff Holdings Inc.; WSP USA Buildings Inc.; WSP USA Holdings, Inc.; and PB Power, Inc.

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

YES ☒ NO ☐ If yes, please provide details:

WSP Michigan Inc.; WSP USA Solutions Inc.; Walsh Environmental, L.L.C. ; WSP USA Design Inc. (1/3 owner); Ecology and Environment do Brasil, Ltda. (72% owner)

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

YES ☒ NO ☐ If yes, please provide details:

Parent: Parsons Brinckerhoff Holdings Inc.

Affiliates: WSP USA Administration Inc.; WSP USA Services Inc.; WSP International LLC; PB Power, Inc; WSP P.C. (owned by employees of WSP USA Inc.); Hydrogeologic, Architecture, Land Surveying, Landscape Architecture Services, P.C. (owned by employees of WSP USA Inc.); Ecology and Environment Engineering and Geology, P.C. (owned by employees of WSP USA Inc.)

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

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

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

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

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

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

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

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

Following the issuance of the February 15, 2017 OSHA citation for field staff failure to wear safety vests, WSP USA safety staff provided guidance to local employees regarding appropriate personal protective equipment required for field work. The employees had the appropriate equipment in their vehicle but forgot to don the equipment prior to survey set up. Additionally, our Safety Director reinforced Occupational Health and Safety Program requirements with local managers. The citation was settled and included in the monthly safety report.

On May 6, 2020, the U.S. Department of Labor, Wage and Hour Division issued a finding related to a single employee. No penalties were assessed against WSP USA Inc.

Please see the attached for additional details.

1 File(s) Uploaded: Business History Form Q13\_Affiliate Disclosures.pdf

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that

allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

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

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

In 2018, WSP USA Inc. failed to renew its professional engineering Certificate of Authorization with the Ohio State Board of Registration for Professional Engineers and Surveyors (the "Board") prior to its expiration. Because the firm had been late in renewing the Certificate of Authorization in the past, the Board and WSP entered into a settlement agreement, which included a fine, in lieu of formal hearing or legal proceedings. The settlement agreement was executed, the fine was paid, and WSP USA Inc.'s Certificate of Authorization was reissued. WSP has remained in good standing with the Board since.

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

YES ☒ NO ☐ If yes, provide details for each such year. Provide a detailed response to all

To the best of our knowledge, the Company is up to date on its tax filings. Occasionally, notices are received from various jurisdictions which are addressed and any issues or outstanding tax due balances are resolved as quickly as possible.

17 Conflict of Interest:

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

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

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

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

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

WSP USA Inc. has a US Gifts and Conflicts of Interest Officer who oversees adherence to internal policies and procedures related to conflicts of interest disclosures and training related to same. Part of our procedure includes an internal and centralized conflict of interest register. Our Conflicts Officer notifies our business units regarding disclosed conflicts related to potential and current clients.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

i) Date of formation;

10/05/1933

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

None - WSP USA Inc. is a wholly-owned subsidiary of Parsons Brinckerhoff Holdings Inc.

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

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



See attached.

No officers and directors from this company have been attached.

1 File(s) Uploaded: 2020-11-06 SECTION-002\_WSP-USA-INC.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

7000

vi) Annual revenue of firm;

1903192000

vii) Summary of relevant accomplishments

1 File(s) Uploaded: Nassau Hub Technical Proposal\_BHF.pdf

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

2 File(s) Uploaded: 2021-10-31 Engineering COA.PDF, 2023-12-31 Engineering Certificate of Authorization.pdf

B. Indicate number of years in business.

87

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

See Proposal.

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

Company	NJ Transit		
Contact Person	Marc Tuozzolo		
Address	One Penn Plaza East		
City	Newark	State/Province/Territory	NJ
Country	US		
Telephone	(973) 803-3841		
Fax #			
E-Mail Address	mtuozzolo@njtransit.com		

Company	Suffolk County Department of Economic Development & Planning		
Contact Person	Jonathan Keyes, Director of Downtown and Transit-Oriented Development		
Address	100 Veterans Memorial Highway, 11th Floor		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-6032		
Fax #			
E-Mail Address	jonathan.keyes@suffolkcountyny.gov		

Company	Suffolk County Dept. of Public Works
---------	--------------------------------------

Contact Person	Darnell Tyson, P.E., Chief Deputy Commissioner		
Address	335 Yaphank Ave		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4010		
Fax #			
E-Mail Address	darnell.tyson@suffolkcountyny.gov		

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

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

**CERTIFICATION**

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Name of submitting business: WSP USA Inc.

Electronically signed and certified at the date and time indicated by:  
Laura Unger [LAURA.UNGER@WSP.COM]

Assistant General Counsel, Regulatory Compliance  
Title

06/17/2021 10:33:36 AM  
Date

**WSP USA Inc. Business History Form – Question 13**  
**Matters Involving Affiliated Firms**

**Ecology and Environment, Inc. (E & E)**

Effective September 1, 2020, the firm Ecology and Environment, Inc. merged into WSP USA Inc. Ecology and Environment (E&E) received the following environmental regulation citations in the past five years:

In May 2017, South Carolina Dept. of Health and Environmental Control deemed E & E a Smaller Party Generator contributing to the Philip Services Site. E & E disposed of about 47,296 pounds of hazardous substance over a number of years, which included several shipments of waste from hazardous materials samples analyzed by E & E's analytical lab (which discontinued operations in 2005). E & E agreed to pay and paid a settlement of \$47,296 as a smaller party generator.

In June 2019, E & E was cited by Commonwealth of Pennsylvania, County of Schuylkill, for disturbing game or wildlife under PA Reg. 34 Section 2162(A). E & E agreed to pay fine and fees in the amount of \$1,091.75.

**WSP USA Services Inc.**

In October 2018, after an investigation by the U.S. Department of Labor's Wage and Hour Division, WSP USA Services Inc. (d/b/a WSP USA Inspection Services, Inc.), an affiliate of WSP USA Inc., has paid back wages to employees for violating the McNamara-O'Hara Service Contract Act (SCA) and the Fair Labor Standards Act (FLSA) while under contract with the Federal Emergency Management Agency (FEMA).

**WSP USA Solutions Inc.**

See attached disclosure regarding WSP USA Solutions Inc., formerly known as Louis Berger U.S., Inc., a wholly-owned (100%) subsidiary of WSP USA Inc.

## **Florida International University Pedestrian Bridge Disclosure Statement**

On March 15, 2018, the pedestrian bridge being constructed for Florida International University (“FIU”) collapsed in Miami, Florida resulting in six fatalities and multiple injuries. Louis Berger U.S., Inc. had contracted with the design engineer, FIGG Bridge Engineers (“FIGG”), to perform a limited scope independent peer review of portions of the FIGG bridge design. That limited peer review, completed in February 2017, was fully and professionally performed. Following completion of its work in February 2017, Louis Berger U.S., Inc. was not consulted about the project nor was Louis Berger U.S., Inc. otherwise involved in any aspects of its construction or in assessing the significant cracking observed by other parties prior to the collapse on March 15, 2018. Accordingly, Louis Berger U.S., Inc. denies any responsibility for the tragic collapse.

The National Transportation Safety Board (NTSB) investigated the probable cause of the bridge collapse and released a report dated October 22, 2019. In its report, NTSB found that that load and capacity calculation errors made by FIGG Bridge Engineers, Inc. were the probable cause of the March 15, 2018, collapse. The NTSB also found that the failure of FIGG, MCM, Bolton Perez and Associates Consulting Engineers, FIU and the Florida Department of Transportation to cease bridge work and close SW 8th Street to protect public safety contributed to the severity of the collapse. As noted in the NTSB report, FIGG did not originally contract for an independent review of its design as required by Florida regulations and the contract documents, having planned to do the work itself, resulting in a shortened timeframe for contracting and completing the independent peer review. When FDOT required to obtain an independent FIGG sought out Louis Berger, FIGG negotiated a limited scope of work with Louis Berger that eliminated analysis of the connections and focused on modeling the superstructure (and not the construction sequence staging). The peer review was led by a highly-qualified engineer with many years of experience. Louis Berger’s work and involvement ended more than one year prior to the collapse in February 2017. Louis Berger had no involvement with the construction and was not consulted about design changes that FIGG made the day of the collapse or the cracking that developed.

Lawsuits have been filed against Louis Berger U.S. Inc. and other defendants, seeking recovery for injuries arising from the collapse. Louis Berger U.S., Inc. is the only remaining defendant. The other defendants all settled, paying collectively \$102 million through a bankruptcy process initiated by Magnum Construction Management LLC (“MCM”), the contractor for the project. On September 11, 2020, MCM and its insurers filed an action against Louis Berger U.S. Inc. seeking indemnity for amounts paid to settle a property damage claim by FIU in connection with the collapse.

## WSP USA INC.

### OFFICERS AND DIRECTORS

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business Address Reference Number</u>	<u>Director</u>
President and CEO	Bernard P. McNeilly	New York, NY	( 1 )	X
Executive Vice President	Lewis P. Cornell	Orange, CA	( 2 )	
Senior Vice President & Treasurer	Andrew C. Esposito	Orange, CA	( 2 )	
Senior Vice President	Arpit Talati	Dallas, TX	( 5 )	
Senior Vice President	Christopher L. Peters	Orange, CA	( 2 )	
Senior Vice President	David B. Terry	Upper Saddle River, NJ	( 6 )	
Senior Vice President	Denise Turner Roth	Washington, DC	( 4 )	
Senior Vice President	Garry E. Nunes	New York, NY	( 1 )	
Senior Vice President	Gerald S. Jannetti	New York, NY	( 1 )	
Senior Vice President	J. Steven Paquette	New York, NY	( 1 )	
Senior Vice President	John Trotta	Chicago, IL	( 8 )	
Senior Vice President	Joseph B. Willhite	Chicago, IL	( 8 )	
Senior Vice President	Joseph G. Pulicare	New York, NY	( 1 )	
Senior Vice President	Pamela Townsend	Raleigh, NC	( 7 )	
Senior Vice President	Roger W. Blair	Houston, TX	( 3 )	X
Vice President	Andrew J. Lynn	New York, NY	( 1 )	
Vice President	Kevin B. Reed	San Diego, CA	( 9 )	
Assistant Vice President	Amir J. Degany	Boston, MA	( 10 )	
Assistant Vice President	David Patterson	Baltimore, MD	( 12 )	
Assistant Vice President	Fadi S. Walieddine	San Francisco, CA	( 14 )	
Assistant Vice President	Leslie Gartner	Atlanta, GA	( 11 )	
Assistant Vice President	Robert Rohlfs	Kansas City, MO	( 13 )	
Assistant Vice President	Sandy Bishay	New York, NY	( 1 )	
Secretary	Hillary F. Jassey	New York, NY	( 1 )	
Assistant Secretary	Cary M. Siegel	New York, NY	( 1 )	
Assistant Secretary	W. Stephen Dale	New York, NY	( 1 )	
Controller	Nicholas P. Mitrakis	New York, NY	( 1 )	
Assistant Controller	Christopher J. D'Aquino	Ephrata, PA	( 15 )	
Board Director	Gregory P. Benz	Eliot, ME	( 16 )	X
Board Director	Michael J. Abrahams	New York, NY	( 1 )	X
Board Director	Richard Rome	Dallas, TX	( 5 )	X

## WSP USA INC.

### OFFICERS AND DIRECTORS

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business Address Reference Number</u>	<u>Director</u>
		<u>* Business Addresses</u>		
( 1 )		One Penn Plaza, New York, NY 10119		
( 2 )		1100 Town and Country Road, Suite 200, Orange, CA 92868		
( 3 )		16200 Park Row, Suite 200, Houston, TX 77084		
( 4 )		1015 Half Street, SE, Suite 650, Washington, DC 20003		
( 5 )		2777 N Stemmons Freeway, Suite 1600, Dallas, TX 75207		
( 6 )		600 East Crescent Ave., Suite 200, Upper Saddle River, NJ 07458		
( 7 )		434 Fayetteville Street, Suite 1500, Raleigh, NC 27601		
( 8 )		30 N. LaSalle Street, Suite 4200, Chicago, IL 60602		
( 9 )		Wells Fargo Bldg., 401 B Street, Suite 1650, San Diego, CA 92101		
( 10 )		75 Arlington Street, 9th Floor, Boston, MA 02116		
( 11 )		1123 Zonolite Road, Suite 25, Atlanta, GA 30306		
( 12 )		1 East Pratt Street, 3rd Floor, Baltimore, MD 21202		
( 13 )		300 Wyandotte Street, Kansas City, MO 64105		
( 14 )		425 Market Street, 17th Floor, San Francisco, CA 94105		
( 15 )		4139 Oregon Pike, Ephrata, PA 17522		
( 16 )		428 Dow Highway, Eliot, ME 03903		

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(In the event of a change of address return this certificate for correction)

## THIS IS TO CERTIFY THAT

WSP USA INC  
LICENSING DEPT  
ONE PENN PLAZA  
SECOND FLOOR  
NEW YORK

NY 10119-0000

HAVING MET THE STATUTORY REQUIREMENTS OF THE STATE OF NEW YORK IS REGISTERED  
FOR THE PRACTICE OF PROFESSIONAL ENGINEERING

Triennium Ends: October 31, 2021

Serial No. 99080

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

  
\_\_\_\_\_  
COMMISSIONER OF EDUCATION

Read instructions on reverse side



**THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
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IS GRANTED WHICH ENTITLES

**WSP USA INC  
LICENSING DEPT  
ONE PENN PLAZA  
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NEW YORK, NY 10119-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2021 TO 12/31/2023.



**CERTIFICATE NUMBER  
0018334**

  
**BETTY ROSA  
INTERIM COMMISSIONER OF EDUCATION**

## PB PROGRAM MANAGEMENT EXPERIENCE



Clients are increasingly seeking more than engineering: they're seeking strategic solutions for better ways of doing things. Our job is to help our clients achieve their vision.

Program management is a partnership with owners that fosters effective, cost-efficient and innovative project delivery. Acting as an extension of staff, the program manager protects the client's interests in all areas of project implementation from planning and design through procurement and construction and into operation and maintenance.

Many state DOTs are using program management as a delivery method to accelerate statewide, multi-year, multi-project capital programs. Program management enables:

- ☑ **Consensus-building among stakeholders, smoothing the way for construction.**
- ☑ **Rapid expansion of capacity without expansion of staff.**
- ☑ **Expertise and approaches that may not otherwise be obtainable.**
- ☑ **Accelerated resource planning and management for project implementation.**
- ☑ **Technology transfer and transfer of best practices from other programs.**
- ☑ **Activity-based accounting, cost and schedule control, and budget management.**
- ☑ **Assistance in contract negotiation that results in significant savings.**

A program management organization must be capable of taking a job from conceptualization through the EIS processes and permits; financing and funding; design, procurement and construction; and start-up and operations—with full disclosure to and involvement of the client; with an informed public and shareholders; and with full compliance with all laws, rules, regulations and permits.

Program management at PB means working with our clients to anticipate the key issues that could impact successful completion of not only the individual projects that make up the program, but the overall program itself—whether they be political, funding, technical, or public opposition. PB's program management services enable clients to serve their customers—the community.

**A motivated project team, a collaborative consultant-client relationship, and an informed public are keys to clearing the hurdles that arise in the life of a project.**

## **P B P R O G R A M M A N A G E M E N T E X P E R I E N C E**

**PB is proud to partner with clients who are building new and better communities. We offer assistance with:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> <b>Project/Construction Management</b>   | <input checked="" type="checkbox"/> <b>Grants/Loans/Funding</b>                                |
| <input checked="" type="checkbox"/> <b>Planning/Environmental Analysis</b>   | <input checked="" type="checkbox"/> <b>Community and Public Relations</b>                      |
| <input checked="" type="checkbox"/> <b>Design and Engineering</b>  | <input checked="" type="checkbox"/> <b>Right-of-Way/Easement/Real Estate Acquisition</b>       |
| <input checked="" type="checkbox"/> <b>Modeling</b>  | <input checked="" type="checkbox"/> <b>Permitting</b>  |
| <input checked="" type="checkbox"/> <b>Value Engineering</b>   | <input checked="" type="checkbox"/> <b>Regulatory Affairs</b>                                  |
| <input checked="" type="checkbox"/> <b>Constructibility Reviews</b>  | <input checked="" type="checkbox"/> <b>Quality Assurance and Quality Control</b>               |
| <input checked="" type="checkbox"/> <b>Construction Contract Packaging</b>   | <input checked="" type="checkbox"/> <b>Document Control</b>                                    |
| <input checked="" type="checkbox"/> <b>Training</b>  | <input checked="" type="checkbox"/> <b>Information Management &amp; Communications Systems</b> |
| <input checked="" type="checkbox"/> <b>Coordination of Design, Construction Management &amp; Specialty Consultants</b> | <input checked="" type="checkbox"/> <b>Risk Management</b>                                     |
| <input checked="" type="checkbox"/> <b>Project Controls</b>  | <input checked="" type="checkbox"/> <b>Agency/Stakeholder Coordination</b>                     |
| <input checked="" type="checkbox"/> <b>Procurement</b>   | <input checked="" type="checkbox"/> <b>Technology Transfer</b>                                 |
| <input checked="" type="checkbox"/> <b>Contract Administration</b>   | <input checked="" type="checkbox"/> <b>Transfer of Best Practices</b>                          |
| <input checked="" type="checkbox"/> <b>Financial Analysis</b>  |  |



## TRANSIT/RAIL FACILITIES



Transit is not simply a transportation mode; it is a community-building tool. Transit influences investment decisions and fosters economic development and revitalization. Thriving communities become burdened by their own prosperity when transportation improvements do not keep pace with a booming economy and surging development. Properly addressing congestion is fundamental to a region's continued economic strength and its appeal to residents, businesses and visitors.

Successful implementation of transit and rail projects depends on an understanding of how developers operate, how to adapt to changing political realities, and how to work with public agencies, private ventures, and local communities.

## CALIFORNIA HIGH SPEED RAIL

CALIFORNIA

**CALIFORNIA HIGH SPEED RAIL AUTHORITY (CHSRA)**

**Opening Date: 2018**



When compared to airport expansion and new freeways, high-speed trains move people and goods at half the cost and offer greater environmental benefits and increased safety. California's leading business and transportation stakeholders support high-speed trains because the planned system will reduce travel times and costly delays in the distribution of freight and the movement of people.

CHSRA was established in 1997 to begin planning for a statewide very-high-speed (220 mph (354 kph)) rail

network. The California High-Speed Train Project will provide a level of rail service and passenger convenience not yet available in the U.S. Many components of the project require departures from existing U.S. standards. Equally important, to be successful, the project must draw on international technology (rolling stock, control systems, special structural design techniques) and project delivery techniques that require approval by California and federal regulatory bodies.

Since the early 1990s, PB has been an active participant and partner with state and local agencies in supporting the delivery of high-speed train service to California. This includes a statewide corridor evaluation and environmental constraints analysis, which led to the 1996 finding that a high-speed rail system is technically, environmentally, and economically feasible in California. When the CHSRA was established, PB led the team that completed the corridor evaluation study and the team that performed the program environmental document, which showed that a high-speed rail network was a better transportation alternative from an environmental perspective than expanding highways and airports.

The program environmental impact study was the first of its kind in the U.S. and a major milestone in the development of high-speed trains for the country and, in particular, California. The study also demonstrated that the proven 22-year safety record in Europe and Japan could be emulated in the Golden State and that the system is capable of carrying 68 million passengers a year by 2020 with a low passenger travel cost per mile.

In October 2006, PB was selected to lead the program manager team overseeing design, construction and operation of the network, with the first operable segment to open by 2018. The program management team is responsible for project delivery, strategy development, implementation, monitoring, and updating and coordinating all aspects of the project.



## FASTRACKS

DENVER, COLORADO

**REGIONAL TRANSPORTATION DISTRICT (RTD)**

**Revenue Date: 2016**

**Denver Union Station Opening: 2013**



Denver, Colorado has suffered from the traffic congestion and air pollution problems typical of a thriving metropolitan area.

FasTracks is RTD's ambitious, \$4.7 billion, 12-year plan for high-quality transit service and facilities in the Denver region. The program involves transit improvements in nine corridors with a total of 137 miles (220 kilometers) of rapid transit, 57 additional rapid transit stations, and 21,213 additional parking spaces at transit park-and-ride facilities. Approximately 119 miles (192 kilometers) of rail will be added, including 39

miles (63 kilometers) of new or extended light rail transit and 80 miles (130 kilometers) of new commuter rail to be operated out of a rehabilitated and expanded Union Station in downtown Denver. In addition, there will be 18 miles (29 kilometers) of bus rapid transit service.

RTD has successfully brought together local jurisdictions, property owners, and developers to coordinate efforts on the higher-density, mixed-use developments focused around its transit stations. Public participation in visioning sessions and design charrettes has been strong.

PB is the primary subconsultant on the program management consultant team, providing planning, engineering and design support, including systems integration and construction management. PB's systems engineering services will be geared to developing efficient operations for RTD's light rail, commuter rail and bus operations. Construction is scheduled from 2008 to 2016.

Development of a vision for Denver Union Station was made possible by a unique partnership among the City and County of Denver, the Colorado Department of Transportation, the Denver Regional Council of Governments and RTD. In September 2004, a master plan was approved that included the development of the Vision Plan, entitlements and rezoning to accommodate transit and a mix of uses, dedication of the historic building as a Denver landmark, and preparation of a tiered environmental document. It re-establishes Denver Union Station as a major transportation hub for downtown Denver, the metropolitan area, and the State of Colorado. From a local level, it reuses one of Denver's architecturally historic buildings and creates a pedestrian-friendly transportation district that helps to connect neighborhoods and create a new gateway into downtown Denver.

**FasTracks will provide broad-reaching benefits to the region. In addition to the direct transportation and mobility benefits, FasTracks will contribute to economic development, improve air quality and promote smart growth.**



## PEOPLE'S TRANSPORTATION PLAN

MIAMI, FLORIDA

MIAMI-DADE COUNTY

Completion Date: 2012



Miami-Dade County has consistently ranked high on a list of the most congested areas in the nation. In 2002, the community decided to act. After 80 neighborhood meetings and the active participation of more than 2,000 concerned citizens at two countywide summits, the community now has a plan—the People's Transportation Plan (PTP). Under the PTP's \$17 billion business plan, Miami-Dade County commits to adding more buses and routes, improving service, expanding rapid transit and creating thousands of transportation and construction-related jobs over the next 25 years.

Residents of Miami-Dade County voted to approve a half-percent sales tax to fund the PTP, bringing the local sales tax to 7%, which includes state tax. In 2005, the Miami-Dade Transit Authority awarded PB a 7-year contract to provide program management consulting services, including support and planning and systems and engineering construction oversight. PB is overseeing three major projects of the PTP that will expand the more than 30-year-old Metrorail system.

The Miami Intermodal Center (MIC) Earlington Heights Connector will be a short (2.4-mile (3.9-kilometer)) branch of the existing Metrorail line with connections to the airport. It will be an extremely complex section because other agencies also have major development plans in the area. "There are issues to resolve regarding connections to the East-West line, walking distances between connecting modes and shared right-of-way acquisitions," says Larry Reuter, PB project manager. "There are also operational issues to resolve related to the branch operation, storage tracks and turnaround at the MIC terminal." The MIC is at 100% design and is scheduled to be advertised for construction in March 2008.

The North Corridor will be a 9.5-mile (15.2-kilometer) seven-station extension of the Metrorail system to the northern boundary of Miami-Dade County. It will serve communities along the NW 27<sup>th</sup> Avenue corridor, Miami-Dade College and the sports venues at Dolphin Stadium and Calder Race Course to a termination point at NW 215<sup>th</sup> Street just south of Florida's Turnpike. The North Corridor Extension is also notable because it will include plans for a future connection to Fort Lauderdale in neighboring Broward County. Design of the corridor is at 30% completion. The project will be funded by the PTP via the sales tax it collects and the state. In addition, Miami-Dade Transit is seeking funds through the New Starts program, the primary federal resource for funding transit capital improvements. The design consultant received a notice-to-proceed from the transit agency on April 6, 2007 for the New Starts preliminary engineering and systems work. The North Corridor is now at 60% design, and the Federal Transit Administration risk assessment is scheduled to begin in 2008.

## **P B P R O G R A M M A N A G E M E N T E X P E R I E N C E**

The East-West Corridor, a 10- to-13-mile (16- to-21-kilometer) extension, will provide branches from the Miami Intermodal Center proceeding west to Florida International University and additional points west. Miami-Dade Transit is currently studying alignment options.

The PTP has the strong public support that is critical in the success of a transit system. To administer the funds, voters agreed to the creation of the Citizens' Independent Transportation Trust (CITT), which monitors and oversees PTP projects. The CITT comprises representatives of business, education, tourism, and several grassroots community groups.



## AIRTRAIN JFK NEW YORK CITY

**PORT AUTHORITY OF NEW YORK & NEW JERSEY**

**Opening Date: December 17, 2003**



Operating 24 hours every day, AirTrain JFK is the 8.1-mile (13-kilometer) light rail system that takes passengers between John F. Kennedy International Airport and MTA Long Island Rail Road (LIRR) trains, MTA New York City Transit (NYCT) subways, and local buses.

By connecting with LIRR trains and NYCT subways, AirTrain makes it possible for travelers to avoid traffic and ride the rails to and from the airport. Just as important, it also serves as a convenient on-airport service, taking travelers and airport employees between airline terminals, rental car facilities, hotel shuttles, and airport parking lots.

To keep pace with the rest of on-airport expansion, the Port Authority fast-tracked most of

the project through a design-build-operate-maintain (DBOM) approach. As program management consultant, PB was co-located with Port Authority staff to better manage the project. The firm provided diverse program management and procurement activities, including final design for two tunnels under airport taxiways. PB also prepared the Request for Qualifications and Request for Proposal documents for the DBOM contract, assisted in evaluating those proposals, and provided general engineering services for the project.

Built simultaneously with the rebuilding of the terminals it serves, AirTrain is the first significant addition to the public transit system in New York City since 1940 and its first fully automated train. The 3-mile (4.8-kilometer) extension connecting the Central Terminal Area to Jamaica LIRR and MTA stations was built on the central median of the Van Wyck Expressway—the first time New York City has used the median of an existing divided highway for a rapid transit installation. Extensive community liaison garnered support from the residential and business community for overnight work and traffic detours to allow construction to proceed and provide for heavy traffic flow during the day.

AirTrain JFK has found positive public reaction for quick and reliable transportation to JFK Airport. Circulation between terminals and parking lots is also greatly improved. It has provided a convenient alternative to road travel through the traffic congestion on the Van Wyck Expressway and the Central Terminal Area.

## TREN URBANO TRANSIT SYSTEM

PUERTO RICO

**PUERTO RICO HIGHWAY AND TRANSPORTATION AUTHORITY**

**Opening: December 17, 2004**



The San Juan area has one of the highest population densities in the nation. When combined with both a sparse transportation network and a concentration of most of the region's employment centers, these conditions negatively impact the quality of life of residents as well as the area's attractiveness for commercial development and tourism. To alleviate these transportation infrastructure shortfalls, the Puerto Rico Highway and Transportation Authority decided to build a 10.7-mile (17.2-kilometer) heavy rail automated guideway transit system to

serve the communities of San Juan, Bayamon, and Guaynabo as the first phase of a planned areawide transit system.

As subconsultant responsible for fixed facilities design and construction interface coordination for the systems turnkey contract and all systemwide elements, PB was part of the international team that helped deliver Phase 1. "We worked with contractors to resolve problems and helped them discover ways to make their designs consistent with requirements for the various systems components, from trackwork and vehicles to fare collection equipment and train control, and even signage and graphics systems that followed completion of their fixed facilities," says Martin Hall, PB project manager. PB also provided safety, quality assurance and quality control plans and implementation during this \$2.2 billion design-build-operate-maintain project.



Project benefits include fewer traffic jams and quicker commutes to schools and offices in these densely populated cities.

# SALT LAKE CITY TRANSIT EXPRESS (TRAX)

UTAH

**UTAH TRANSIT AUTHORITY (UTA)**

**OPENING DATES:**

**Starter Line: 1999**

**University Line: 2001**

**Medical Center Line: 2003**



The more than 35,000 daily passengers that ride TRAX exceed UTA's most optimistic projections.

PB provided program management services as an extension of UTA staff in the development of the city's highly successful TRAX light rail system. Working with UTA to guide the project through the FTA New Starts process, we helped UTA obtain the federal funding needed for the system, which includes 23 stations and 12 park-and-ride lots. TRAX is one of the few light rail systems in the U.S. that uses time-separated

operation of light rail and freight trains on the same track.

UTA subsequently retained PB as program manager for the development of the FrontRunner commuter rail line and for capital development to expand the city's mass transit network.

LINE	STATIONS	LENGTH	OPENING
Sandy/Salt Lake (Sandy to Salt Lake City)	16	15 miles (24 kilometers)	December 6, 1999; 1 year ahead of schedule; \$20 million under budget
University Line (Downtown Salt Lake City to University of Utah)	4	2.5 miles (4 kilometers)	December 15, 2001; 11 months ahead of schedule; \$4 million under budget in time for 2002 Winter Olympics.
Medical Center Line (Completes connection between Downtown Salt Lake City and the University of Utah)	3	1.5 miles (2.4 kilometers)	September 29, 2003; 9 months ahead of schedule; \$8 million under budget



# WEBER COUNTY TO SALT LAKE CITY COMMUTER RAIL PROGRAM

Utah

**UTAH TRANSIT AUTHORITY (UTA)**

**Completion Date: 2008**



Traffic congestion along the Wasatch Front, Davis County in particular, is an ever-increasing problem. With the population steadily increasing, transportation solutions are crucial to avoid further congestion. Commuter rail can provide a fast, comfortable and efficient transit alternative.

When the UTA purchased 175 miles (282 kilometers) of railroad right-of-way for current and future rail projects, it needed assistance to steer it through the policy, planning, engineering and construction and commissioning stages of its first commuter rail project which, if successful, will lead to a network comprising several lines.

PB is serving as program manager for the initial 45-mile (72-kilometer) segment of UTA's commuter rail system from Ogden to Salt Lake City. We assisted UTA in the purchase of UP rights-of-way, and are overseeing the development of this program from the initial concept stage through oversight and management of the construction phase. The firm's responsibilities also include establishment of the program's development plan, procurement planning, public outreach, financial planning, development of technical concepts, vehicle selection and oversight of

procurement, and the management and oversight of project contracts. Construction of an initial segment began in mid-2005.

The project will provide essential new people-carrying capacity in a congested and geographically restricted corridor between the Great Salt Lake on the west and the Wasatch Mountains on the east. With its connections to existing bus and light rail service, the project will serve staff, faculty and students at two major universities, Weber State University and the University of Utah. It will also serve workers and visitors in downtown Salt Lake City, downtown Ogden and at a number of major employment and activity centers along the line. A high-quality, yet cost-effective alternative to driving, the project is on schedule and budget toward an April 2008 opening date.

The "Frontrunner" Weber County to Salt Lake City commuter line will run parallel to I-15, offering a solution to highway congestion to and from Salt Lake City.

## UTA CAPITAL DEVELOPMENT PROGRAM MANAGEMENT

SALT LAKE CITY, UTAH

UTAH TRANSIT AUTHORITY (UTA)

Completion Date: 2015



Transit is thriving in Salt Lake City and residents strongly support—in fact, demand—system expansion. In response, the UTA has embarked on a \$2.8 billion program to expand transit services throughout the Wasatch Front.

To execute its capital development program rapidly and cost-effectively, UTA engaged PB to provide program management services under a 6-year contract, with the option to extend the contract without reprocurement. PB is providing 23 full-time staff members and technical support staff located off site to assist UTA

in the development and implementation of various transit projects. The transit expansion includes four light rail lines, 45 miles of commuter rail, and three bus rapid transit projects. When construction of these projects begins in 2008, the number of full-time staff will rise to 29.

As the UTA's program manager, PB is supporting the agency with concept planning; creation of a program management and administration system; development of communications initiatives; development of design and construction procurement documents, including design-build and CM/GC contracts; technical support, project managers, project control, construction oversight, system start-up and testing, and assisting with selection, negotiation, and management of contracts for the various projects.

**"It's an enormous undertaking for a region with a relatively small population—1.8 million residents—to complete such an ambitious transit program in such a short amount of time," says Mike Grodner, PB project manager. "It's exciting to see the community's confidence in UTA and an honor to be supporting UTA in delivering on Salt Lake's high expectations."**

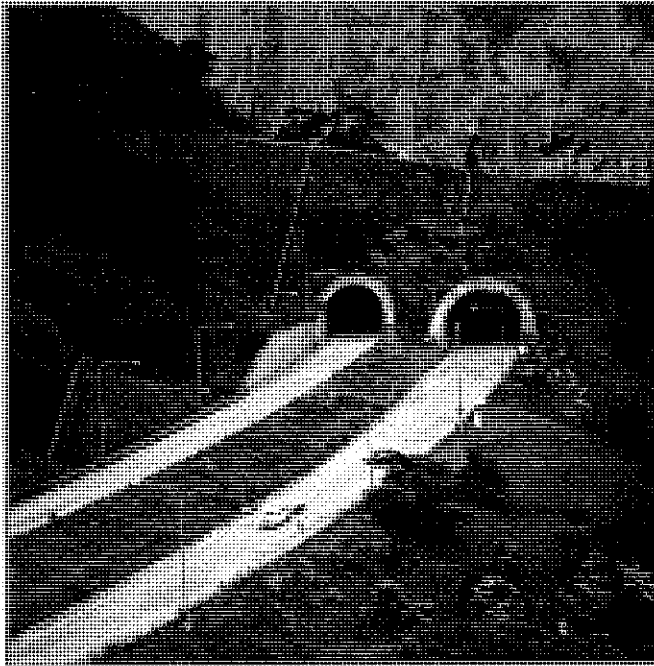


## INTERSTATE ROUTE H-3

OAHU, HAWAII

HAWAII DEPARTMENT OF TRANSPORTATION

OPENING: DECEMBER 12, 1997



Interstate Route H-3, a narrow concrete "ribbon" set into the green mountains of Oahu, connects the windward and leeward sides of the island. Passing through one of the most fragile environments in the country, H-3 was one of the first projects in Hawaii to require an EIS mandated by NEPA.

For approximately 3 decades, PB provided environmental, preliminary engineering, and design and construction management services for this 16-mile (26-kilometer), four-lane interstate highway that passes through environmentally sensitive and rugged terrain, including the Koolau Mountain range.

The project called for unusually detailed studies of air and water quality, ecological impacts, and historical and archeological preservation. Mitigation measures encompassed aesthetics, noise, air pollution, agriculture, public recreation

facilities, vegetation and wildlife, and natural features. The project included an 8-foot (2.4-meter) shoulder for emergencies, segmental viaducts that reduce the number of concrete pillars visible to the public, a third tunnel for maintenance and evacuation, an operation center, and a redundant electrical system that can be used in an emergency to provide power to Kane'ohe.

Hawaii's portion of the Interstate Highway System was selected as the state's top transportation infrastructure project of the 20th Century by the American Road & Transportation Builders Association. Other recognition included the 1999 Project of the Year Award from the American Public Works Association; 1999 Gustav Lindenthal Medal; 1999 Outstanding Civil Engineering Award from the ASCE Hawaii Chapter for the Aiea Heights Drive Bridge Lengthening in Oahu; the 1998 Grand Conceptor Award from the Consulting Engineers Council of Hawaii; and the 1998 ASCE Outstanding Civil Engineering Achievement Award.

**Ten years after its opening, H-3 is still considered a "Modern Marvel."**



## FORT WASHINGTON WAY RECONSTRUCTION

CINCINNATI, OHIO

CITY OF CINCINNATI

Completion Date: August 2000



Downtown Cincinnati was severed from one of its greatest assets, the Ohio River, by I-71, a congested highway with dangerous traffic patterns. The Ohio Department of Transportation eliminated the physical barrier between downtown and the riverfront by adding overpasses for pedestrians and vehicles, and enhanced the visual character of the road. This was accomplished while increasing capacity for both local and through traffic and reducing the footprint of the roadway system, reclaiming about 30 acres (12 hectares) for mixed-use development in downtown.

The \$320 million project reconstructed and realigned a complex mixture of freeway, ramps and city streets, reconnecting the central business district with the riverfront and serving as a catalyst for urban renewal of the downtown Cincinnati area.

A PB-led team supported the City of Cincinnati by providing planning, design and construction/program management services. Design features included a new transit center; foundations for a future urban deck that could cover the freeway as in downtown Seattle, Phoenix and Philadelphia; retaining walls that give the highway an open feeling; two pedestrian-scale, cable-stayed bridges that; box girder bridges used in place of steel plate girder bridges for a smoother, more appealing look; a reduced number of columns on the Third Street Viaduct structure; planting strips along pedestrian bridges; and two rows of trees lining Second and Third Streets. Additional funding allowed the client to address a combined sewer overflow problem that had been a nemesis to the city.

The project received a Construction Management Association of America 2001 Project Achievement Award.

**"... the consulting team, led by Parsons Brinckerhoff's Infrastructure and Construction Services companies, has brought a strong base of skills and techniques to the project. Their personnel, both from the design and construction side, have merged very effectively with the City of Cincinnati team and this group has earned the respect of the State of Ohio and the Federal Highway Administration. The technical expertise which they have brought would be nothing without their ability to willingly and openly communicate."**—John Deatrick, Director of the City of Cincinnati's Department of Transportation, in a letter to the U.K.'s *New Civil Engineer* magazine, June 5, 2000.



## PORT GARDNER WHARF

EVERETT, WASHINGTON

**PORT OF EVERETT/MARITIME TRUST COMPANY**

**Completion Date: 2015**



The goal of this project is to create a mixed-use, pedestrian-friendly marina community featuring more than 2,300 boat slips and a mix of homes, shops, restaurants, open-air markets, parks and open spaces, business offices, overnight lodging and other first-class amenities and services. The undertaking, a joint venture of the Port of Everett and the developer, Maritime Trust Company, will take advantage of the waterfront setting on the Port of Everett's North Marina property, located 30 minutes north of Seattle on Puget Sound.

PB is supporting the joint venture by providing program management services and serving as the neutral party representing the project and both

partners. The project is using a unique construction delivery approach—a general contractor/construction manager. Washington state code authorizes this delivery method for public works projects valued over \$10 million that involve complex scheduling requirements. A phased construction program was necessary to achieve the Port of Everett's requirement of continual operation of port activities during construction.

The final phase is expected to be completed between 2012 and 2015.



## TRANSPORTATION INFRASTRUCTURE MODEL FOR ECONOMIC DEVELOPMENT (TIMED)

LOUISIANA

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Completion Date: 2010



The TIMED program is the single largest transportation program in Louisiana's history. The \$4.9 billion program encompasses 16 specific transportation projects that include: four-laning 536 miles of state highways; widening the Huey P. Long Bridge in Jefferson Parish; construction of the new John James Audubon Bridge north of Baton Rouge and the high-rise Florida Avenue Bridge in New Orleans East; and improvements to both the Port of New Orleans and Louis Armstrong New Orleans International Airport.

The TIMED program will ultimately widen 11 Louisiana highways to four lanes, including vital evacuation routes U.S. 171, U.S. 165 and U.S. 167.

In 2002, the program was converted from a pay-as-you-go status to a debt-financed program and a PB-led joint venture, Louisiana TIMED Managers (LTM), took over as program manager. With a \$275 million bond sale in 2002, a new completion date was set for 20 years sooner than expected. In 2004, the program's three major bridges were reevaluated and an additional time savings of 2 years was applied to the TIMED program.

LA DOTD opened a public outreach office, web site ([www.timedla.com](http://www.timedla.com)) and toll-free phone number to raise awareness for the program and provide a resource for interested parties. LTM managed the design-build procurement process for the state, resulting in a successful contract award in 2006. LTM is also managing pre-construction activities, community outreach and design-build oversight.

### **TIMED Milestones for FY 2007:**

- ☒ **238 miles of roadway under construction.**
- ☒ **Held \$793 million in construction lettings.**
- ☒ **Completed 62 additional miles of four-lane roadway construction.**
- ☒ **Completed the 6th TIMED project, the West Napoleon corridor, in September 2006. Since the close of FY 2007, the TIMED program completed the 7th corridor—the LA 15 corridor opened to traffic on October 12, 2007.**
- ☒ **Executed a \$1.1 billion bond sale, the largest in Louisiana history.**
- ☒ **Executed a campaign educating teens on work zone safety.**
- ☒ **Received a national award for community outreach efforts related to the 2006 Road Show.**
- ☒ **Scheduled \$724 million in lettings for FY 2008.**

## CONSTRUCTION AND RESOURCE MANAGER (CRM) PROGRAM

SOUTH CAROLINA

**SOUTH CAROLINA DOT (SCDOT)**

**COMPLETION DATE: ONGOING**



DOTs often use the services of consultants to supervise or deliver individual projects or a group of contracts for a large, single undertaking. However, DOTs have not normally turned to the private sector for help in managing multi-year statewide improvement programs. The SCDOT CRM contract is a new approach.

SCDOT crafted a strategy to complete a 27-year program of highway improvements in just 7 years. South Carolina's need for these improvements is pressing. Many rural roads are two-lane highways that lack shoulders and adequate sight lines, one of the reasons

why the state has the fourth highest rate of traffic fatalities per mile in the U.S.

After a detailed evaluation process, SCDOT selected two firms—one of which was PB—to act as an extension of its staff. An incentive/disincentive bonus/penalty program is included with achievements in innovation, schedule, cost control and customer satisfaction being evaluated.

As construction resource manager, PB and its South Carolina-based partner, The LPG Group, act as an extension of SCDOT staff to manage planning, environmental review, right-of-way acquisition, and design and construction. PB, in association with the LPA Group, is expanding the project delivery capacity of SCDOT. PB's services include project, program, financial, pre-construction and construction management for more than 40 projects.

In addition to the management of the highway and bridge program, SCDOT is seeking to update the skills of its workforce as part of the public-private partnership with PB. PB is also spearheading business outreach in the local contracting community.

## **P B P R O G R A M M A N A G E M E N T E X P E R I E N C E**

In addition to planning, coordination and project and construction management services, PB will provide training and technology transfers to DPW and update the Guam Transportation Plan and DPW operating manuals.

Construction is scheduled to begin in April 2008.



## PB NEW STARTS EXPERIENCE

PB brings demonstrated success in moving projects forward through the FTA New Starts process. PB and Don Emerson in particular has been integral in assisting Utah Transit Authority in entering construction as recently as last year. Further, in 2003 and 2004, only five projects nationwide received approval from FTA to proceed into Preliminary Engineering and fewer still into more advanced stages. PB played a key role in three of these five: as program manager for Utah Transit Authority's commuter rail program, as a member of the team that carried the Washington/Dulles Corridor rail project through NEPA process, and as an FTA advisor to Delaware Transit for their Wilmington/Newark commuter rail.

The PB team follows the intricacies of FTA New Starts requirements closely. One key is that New Starts submittals require considerable attention to documentation. We monitor changes, refinements, and various "tweaks" to the evaluation, reporting and rating processes to incorporate appropriate information and reflect correct methodology in the documentation of project elements. As a firm, we share organizational guidelines which help our staff maintain accurate and complete records of issues, decisions, and actions taken to implement in every area required to advance the projects. We are, of course, familiar with and use FTA templates, but in addition, PB sends its planners to "New Starts school" periodically to share information, expertise, and lessons learned on projects around the country. Our clients have found the benefit of other projects' experience going through the New Starts process to be valuable, allowing the project to avoid some pitfalls as we negotiate the path to implementation.

We advise many transit agencies on strategy for meeting these requirements, and are currently serving as program managers on active projects for transit agencies in:

- Denver – Regional Transportation District's program for multiple corridors, multiple modes
- Charlotte – Charlotte Area Transit Authority's North Corridor commuter rail and other corridors of multiple modes
- Miami – Miami-Dade Transit's People's Transportation Plan for Dade County including multiple rail transit extensions
- Salt Lake City – Utah Transit Authority's Weber County to Salt Lake commuter rail and Mid Jordan LRT corridors

PB completed the New Starts templates and submittals in locations including Los Angeles, Miami's North Corridor, Phoenix, and Houston LRT. In Los Angeles alone, PB completed:

- Gold Line LRT East Side - Templates, N-S Report, support documents for PE, FD, FFCA
- Gold Line LRT Foothill Extension - Templates, N-S Report, support documents for PE
- MTA BRT Exposition Line - Templates, N-S Report, Exhibits for PE (prior to decision to fund locally)
- MTA BRT Orange Line - Templates, N-S Report, Exhibits for PE (prior to decision to fund locally)
- CenterLine LRT project in Orange County - Templates, N-S Report
- Las Vegas Resort Corridor (Monorail) - Templates, N-S Report, support documents for PE and FD

# **ACCESS TO THE REGION'S CORE DEIS**

## **Newark, New Jersey to New York City**

### **Background**

In 1902, the Pennsylvania Railroad began construction of the trans-Hudson River railroad tunnels to create direct train service between New York City and the rest of the nation. The tunnels were completed in 1909 and, by 1916, the railroad had succeeded in its grand plan by constructing an expansive rail network that stretched from Newark to Queens and included the Sunnyside Rail Yard and Manhattan's Penn Station. Today, the tunnels and associated infrastructure are nearing capacity in the commuter peak periods and can no longer accommodate the expansion in passenger rail services associated with continued growth and development in the region. Meeting the region's mobility needs is critical to continued economic growth and to maintaining midtown Manhattan as a center of regional, national and global importance.

The purpose of the Access to the Region's Core (ARC) draft environmental impact statement (DEIS) is to examine improvements that provide new Hudson River rail capacity to meet the growing demand for travel between midtown Manhattan and New Jersey and New York west-of-Hudson. The ARC major investment study (MIS), conducted by PB, thoroughly investigated this situation and concluded that the NJ TRANSIT commuter rail system was the only viable investment option to address both existing and future growth in demand. The MIS further determined that Penn Station, with its transit connectivity, west midtown location, and history of serving west-of-Hudson commuters, was the best place to absorb this additional growth.

The ARC primary study area is a complex corridor both from a demographic and infrastructure standpoint. The study area is 17 route miles bounded by Newark and Sunnyside Yard in Queens and includes NJ TRANSIT rail stations at Newark Liberty International Airport Station, Newark Penn Station, Newark Broad Street Station, Hoboken and Penn Station New York. It also encompasses Portal Bridge over the Hackensack River, Secaucus Junction, and midtown Manhattan.

### **Parsons Brinckerhoff Role**

Parsons Brinckerhoff (PB) is a joint venture partner in Transit Link Consultants, contracted to produce the DEIS.

### **Project Elements**

- Architectural
- Civil engineering
- Structural engineering
- Environmental
- Financial
- Geotechnical
- Operations analysis
- Passenger demand forecasting
- Planning
- Rail

### **Project Description**

The ARC DEIS is the next phase in a study process that began with the MIS in January 1995, sponsored by NJ TRANSIT, the Port Authority of New York and New Jersey, and the New York Metropolitan Transportation Authority (MTA). The MIS developed a long list of 137 alternatives and screened this list down to a shorter list for detailed evaluation. The study team concluded that:

- Penn Station was overcrowded, as were all trans-Hudson crossings.
- Commuter rail was the optimal mode by which to relieve this congestion.
- Maximizing the utility of existing facilities, such as Penn Station New York, was more feasible than building a new terminal or station(s) in Manhattan.

The MIS, which concluded in the spring of 2003, recommended that selected near-term and long-term improvements or their variants be further analyzed. The DEIS, sponsored by a partnership of NJ TRANSIT

and the Port Authority of New York and New Jersey, will build on the work of the MIS and evaluate alternatives, provide for comprehensive public involvement, and ultimately recommend preferred near-term and long-term improvements for advancement into design and construction.

PB, in joint venture, is producing the DEIS. The objective of the DEIS is to select a locally preferred near-term (5 to 8 years) solution and a locally preferred long-term solution. All long-range alternatives include a new Hudson River commuter rail tunnel directly adjacent to the existing Amtrak tunnels. The DEIS phase includes a strong public outreach/scoping process, additional pre-preliminary engineering, environmental, and economic and financial studies in conformity with Federal Transit Administration (FTA) New Starts and National Environmental Policy Act (NEPA) requirements.

The possibility of insufficient access to midtown was recognized as a significant problem, leading to this project's major goal of developing both near-term (by 2010) and longer-term (2010-2015) capacity relief measures for the trans-Hudson transportation system.

### **Near-Term Improvements (by 2010)**

ARC has developed two near-term improvement alternatives proximate to Penn Station New York to provide additional passenger movement and train storage capacity. The near-term improvements will provide interim benefits to passengers until a long-term build alternative can be designed, constructed, and placed into service:

- **12th Avenue Yard:** This near-term improvement involves the construction of a new yard west of 10th Avenue between 30th and 31st Streets. This new yard would be south of the existing LIRR West Side Yard, and would be connected to Penn Station tracks used by NJ TRANSIT and Amtrak. It would contain 12 tracks, each able to store a 12-car train. The track layout would be similar to the existing LIRR yard, allowing space for the future placement of columns to support potential construction above the yard.
- **31st Street Linear Yard:** This near-term improvement involves a breakthrough of the wall in the southeast corner of Penn Station and construction of a linear yard for NJ TRANSIT under 31st Street. This alternative includes the easterly extension of Penn Station Tracks 1-5 to a three-track tunnel under 31st Street, providing a new storage yard for six 12-car NJ TRANSIT trains. Platforms 1 and 2 would be extended east under 7th Avenue, and passenger connections to the street and the 34th Street Station of the 7th Avenue subway would be provided.

### **Trans-Hudson Rail Tunnel**

Building a new trans-Hudson River rail tunnel is a large part of how ARC intends to address future rail capacity limitations. A new trans-Hudson tunnel is a critical element for future growth of the existing NJ TRANSIT rail network. Expanded tunnel capacity between New York and New Jersey is necessary to meet the current demand on existing rail lines as well as to provide new services for new markets. With additional tunnel capacity, it will be possible to improve service and reduce travel times for existing riders with a one-seat ride between Rockland and Orange Counties in New York and counties in north-central New Jersey. In fact, a new trans-Hudson tunnel is a prerequisite for the opening of the NJ TRANSIT rail network to new or underserved markets. While a cornerstone to the project, the tunnel cannot be simply added to the existing Penn Station network in isolation.

### **Long-Term Alternatives (2010 to 2015)**

The longer-term build alternatives to be studied in the DEIS include a series of additional infrastructure improvements, all of which together can accomplish the goal of increasing trans-Hudson rail capacity.

All of the ARC long-term build alternatives would have common infrastructure west of the Hudson River from Newark Penn Station on the Northeast Corridor to the proposed new Hudson River tunnel including:

- Improvements to the Portal Bridge on the Northeast Corridor across the Hackensack River.
- Secaucus Loop tracks at Secaucus Junction from the Main/Bergen, Pascack Valley, and Port Jervis lines to the Northeast Corridor.

- Fifth track at the Secaucus Junction.
- Two additional tracks on the Northeast Corridor High Line east of the Secaucus Junction.
- A two-track tunnel under the Palisades and Hudson River, located immediately south of the existing Hudson River rail tunnel.

#### *Alternative P—Penn Station Terminal*

Alternative P affords a significant increase to the capacity of Penn Station New York for west-of-Hudson commuters. Key features of Alternative P are:

- A new bi-level eight-track, four-platform zone beneath the existing tracks of Penn Station.
- New passenger circulation zones designed to link the new tracks and platforms with the street and existing passenger concourses.
- The potential to construct an extension from these tracks to the east side of midtown Manhattan and/or Sunnyside Yard.
- Storage for 20 to 25 NJ TRANSIT trains at a new yard on portions of the former Boonton Line in Secaucus, New Jersey.

#### *Alternative S—Sunnyside Yard Through Operation*

Alternative S provides for a new tunnel under the East River that will enable additional NJ TRANSIT and possibly Amtrak trains to access expanded storage yards in Sunnyside, Queens. Key features of Alternative S are:

- A new two-track tunnel breaking out of tracks 1-5 of Penn Station.
- Reconfiguration of tracks 1-5 and extension of platforms 1 and 2 in Penn Station.
- A new tunnel under the East River to Sunnyside Yard.
- The potential to construct a new tunnel to the east side of midtown Manhattan.
- The potential to construct a new station on the east side of Manhattan.
- Storage for approximately 30 NJ TRANSIT trains at new facilities within Sunnyside Yard in Queens.

#### *Freight Opportunity*

Although the ARC long-term build alternatives provide only for passenger rail service, construction of a new Hudson River tunnel offers a potential opportunity for future freight service in addition to commuter rail service. A freight alignment capable of being implemented with all build alternatives was developed. It consists of a shared passenger/freight Hudson River tunnel and a dedicated cross-Manhattan freight tunnel deep under 31st Street connecting to a new East River tunnel (either dedicated freight or shared with passenger trains in Alternative S), and then connecting to the LIRR Montauk Branch in Queens. This freight opportunities analysis was coordinated with the New York City Economic Development Corporation and with the respective federal oversight agencies.

ARC's freight effort was limited to an examination of the physical modifications and incremental costs of constructing the new Hudson River tunnel to accommodate modern rail freight equipment and to the development of a conceptual alignment, compatible with the ARC build alternatives, linking the new tunnel with available rail freight routes in New Jersey and Queens.

#### **Milestones**

The DEIS—scheduled for completion in 2005—is the next step of work required to allow the New Jersey, midtown Manhattan trans-Hudson corridor development project to continue qualifying for federal funding.

Additionally, NJ TRANSIT will begin opening the Secaucus Transfer Station on weekends in fall 2003, with plans to offer weekday service following the opening of a new PATH lower Manhattan station in November 2003, requiring more capacity needs.

# **ACCESS TO THE REGION'S CORE MIS**

## **Newark, New Jersey to New York City**

### **Background**

Rail and subway facilities, highway lanes, bridges, tunnels and ferry service providing access to Midtown Manhattan are overloaded, adversely affecting the quality of life and the economic capacity of the region. New Jersey Transit (NJT), the Port Authority of New York and New Jersey (PANY&NJ) and the Metropolitan Transportation Authority (MTA) have joined forces to find a coordinated approach to the problem. Any solution, they have agreed, must address the following factors:

- Vehicular entry to Manhattan already exceeds infrastructure capacity.
- Existing transit access from communities west of the Hudson River is constrained.
- Transit service in Manhattan is not well interconnected.
- The principal terminals are not always well located with respect to destination points.
- Additional transit capacity is required between Queens and Midtown.
- Freight service to destinations east of the Hudson River is cumbersome.
- High quality delivery is not provided to businesses east of the Hudson.

### **Parsons Brinckerhoff Role**

Parsons Brinckerhoff (PB), together with a team of subconsultants, was responsible for the definition, elaboration, analysis, and evaluation of proposals as alternatives to existing means of access to Midtown Manhattan.

### **Project Elements**

- Definition of needs and issues
- Conceptual planning
- Forecasting and distribution of ridership
- Alternatives generation
- Engineering analyses
  - Alignments
  - Constructibility
- Operating plans
- Cost estimates
- Environmental assessment
- Feasibility analysis
- Freight capability determination
- Compliance with Federal Transit Administration and agency guidelines

### **Project Description**

PB led an MIS, developing concepts for improving commuter and freight access to the core of New York/New Jersey metropolitan region

—Midtown Manhattan and districts across both rivers to the east and west. The study identified alternatives for improved accessibility to and across the core for Long Island and New Jersey commuters; faster and more seamless, safe, and pleasant trips; reinforcement of Midtown as a viable business center; and possible provision of freight movement facilities that reduce congestion and air pollution caused by truck traffic entering and leaving Manhattan.

Documentation of the project's importance was the starting point in gaining interagency agreement and cooperation. It also provided a data baseline that helped to refine project goals, identify alternatives, and establish the criteria for technical analyses of the alternatives. This stage described the present and future role of Midtown Manhattan, the emergence of core extension areas and other regional centers across the Hudson and East Rivers, the level of existing transportation services, their strengths and weaknesses, and employment trends likely



to affect future transportation needs. This project may be seen as fundamental for the core of this global city to maintain its preeminence—particularly when seen in a worldwide competitive contest among principal cities.

The work assisted in making the project a part of an integrated transportation plan—in effect—for the region. It also provided a basis for prioritizing the investment proposals in the region in order to ensure that the most cost-effective benefits will be attained. A common analytical basis for comparing the many proposals was developed, and possibilities for combining projects established.

A community and public outreach program was implemented to foster public participation and assist in gathering community views. During the alternatives screening process, these contacts were invaluable in gathering public opinion regarding alternative options, competing needs, and trade-offs. The program included information transmitted through the media, public and group meetings, personal interviews, and the formation of broad-based advisory committees.

Geographical information system (GIS) maps were prepared from aerial photography and other sources for the alternatives formation and screening process. After the locations of the screened alternatives were identified, computer-aided design and drafting (CADD) programs were used to generate more detailed maps.

A critical element of the MIS was the development of travel demand models and forecasts, which are particularly critical in a region of such complexity. This work included specifying and developing new models to be used for determining patronage levels, operational requirements, and the social and economic impact of the alternatives. The market for the access to the core system was estimated using these models.

The objectives of screening processes conducted at the end of Phases 1 and 2 were to eliminate any alternatives that could not achieve a minimum level of acceptability, document the reasons for eliminating these alternatives, comparatively evaluate the remaining alternatives by application of project criteria, and select the strongest candidate packages of proposals for further development.

In Phase 3, with the screened alternatives identified, the team prepared order-of-magnitude cost estimates for use in financial analysis and subsequent decision making.

Ultimately, the selection of a locally preferred alternative (LPA) will be based on transit access, congestion reduction, convenience and flexibility, reliability, energy conservation, and air quality improvement.

In the final stage of Phase 3, a written description of all screened alternatives was prepared; comparative analyses of effectiveness measures made; analyses of joint development opportunities compiled; the output of formal public involvement documented; and an LPA recommended for approval by the oversight committee.

# **TRANS-HUDSON EXPRESS (THE) TUNNEL PROJECT**

## **New York City**

### **Background**

In the 1980s, planners began projecting the need for additional transit capacity to midtown Manhattan. The Access to the Region's Core (ARC) study brought together the planning energy and expertise of the region's three major transit agencies, NJ TRANSIT, the Port Authority of New York and New Jersey, and the MTA.

The ARC major investment study (MIS), conducted by PB, thoroughly investigated this situation and concluded that the NJ TRANSIT commuter rail system was the only viable investment option to address both existing and future growth in demand. The MIS, which concluded in 2003, recommended that selected near- and long-term improvements or their variants be further analyzed. PB, as a partner in the Transit Link Consultants joint venture, produced the draft environmental impact statement (DEIS), sponsored by a partnership of NJ TRANSIT and the Port Authority of New York and New Jersey.

THE Tunnel Project, the centerpiece of the ARC program, will maximize travel options for commuters into and out of midtown Manhattan. It includes a state-of-the-art two-track tunnel under the Hudson River, and a terminal station (NY Penn Station Expansion) under 34<sup>th</sup> Street adjacent to the current Penn Station. The program also includes new track capacity along the Northeast Corridor and a connection to rail lines serving residents of Bergen, Passaic, Rockland and Orange counties, giving customers in those counties a transfer-free ride to Manhattan. Raritan Valley Line customers will also benefit from a transfer-free ride.

By increasing mobility on the transportation system, including service between New Jersey and New York, THE Tunnel Project will have important long-term positive benefits for the economies and regional competitiveness of both New Jersey and New York.

### **PB Role**

PB, as a member of THE Partnership joint venture, is providing preliminary engineering, quality assurance, tunnel engineering, civil/structural/systems, facilities engineering, architecture, project controls and environmental services.

### **Project Elements**

- Two-track rail tunnel underneath the Palisades and Hudson River
- New NY Penn Station Expansion station under 34<sup>th</sup> Street
- Transfer-free rides for commuters (Secaucus Loop)
- A mid-day rail storage yard

### **Project Description**

THE Tunnel Project is a \$7.6 billion project that will more than double NJ TRANSIT's commuter rail capacity between New York and New Jersey by 2017. The project features a new six-track passenger station (NY Penn Station Expansion) under 34<sup>th</sup> Street in Manhattan between 6<sup>th</sup> and 8<sup>th</sup> Avenues, adjacent and connecting to the existing Pennsylvania Station; two new bored tunnels under the Palisades and Hudson River between New York and New Jersey; bored tunnels and mined station cavern excavation in Manhattan; track expansion connections in the Meadowlands in East Rutherford, New Jersey; and a mid-day train storage facility in Kearny, New Jersey. There will be convenient, seamless pedestrian connections between new concourses and existing passenger waiting and ticketing area.

During the preliminary engineering phase of the project, NJ TRANSIT will finalize the track alignment; determine the most advantageous tunnel construction techniques; coordinate construction packages with Amtrak and the Metropolitan Transportation Authority (MTA) to mitigate customer impact; determine the electrical power, railroad signaling, communications, and safety system needs; develop the station architecture and construction methods; begin the environmental permitting process; finalize plans for connections from the new station to existing subway and PATH lines in Manhattan; and create new train operating plans to accommodate the additional services that will be possible upon completion. All of this work will be performed with a full commitment to maintaining the project cost and schedule.

THE Tunnel Project will not only create 28,000 jobs for New York, but will support continued development of the west side of Manhattan, providing enhanced commuting options to and from the area to ease the strain on already overburdened trans-Hudson tunnels and bridges. The new tunnels will supplement, not replace, the existing tunnels. They may, however, provide opportunities to close the existing tunnels for maintenance during off-peak periods.

Construction of new rail tunnels and additional station capacity to New York will allow NJ TRANSIT to increase the number of trains operating throughout the West of Hudson commuter rail network. The new service initiatives, coupled with other improvements NJ TRANSIT is currently making to its system, will ensure a seat and a more comfortable and convenient ride to midtown Manhattan. Delays currently experienced entering and leaving Penn Station will be eliminated through the additional tracks and station platforms.

By adding capacity under the Hudson River and in the vicinity of Penn Station New York, NJ TRANSIT will be able to add more trains and more seats to Manhattan on the Northeast Corridor, North Jersey Coast, Raritan Valley, Main/Bergen County/Pascack Valley, and Morris & Essex Lines.

### **Project Benefits**

- During the construction of THE Tunnel Project, New Jersey and New York will share economic benefits as a result of the creation of approximately 6,000 construction-related jobs each year.
- Doubles the train capacity to and from midtown Manhattan.
- Provides system flexibility for operations planning, scheduling, maintenance and emergency response.
- Fulfills NJ TRANSIT's charter of addressing the public transportation needs of the citizens and fostering the economic well-being of the state.
- Addresses security concerns by providing tunnel and station redundancy.
- Provides more capacity and flexibility for a fast, seamless, transfer-free ride or convenient transfer to and from New York and New Jersey.
- Greatly reduces potential delays due to tight capacity and increases system reliability.
- Demonstrates to constituents the commitment of New York and New Jersey elected officials to improving statewide public transportation infrastructure and their ability to tap federal, state and bi-state funding to achieve that goal.
- Provides increased accessibility for customers and workers to and from New York and New Jersey, and fosters economic growth and vitality.
- Provides improved access and increased utilization for customers of the subway and bus network.
- Provides economic development opportunities along the 34<sup>th</sup> Street corridor and the West Side.
- Reduces pressure on the Port Authority of New York & New Jersey and New Jersey's Trans-Hudson crossings, achieving greater regional mobility.
- Creates no significant disruption to operations during construction.
- Facilitates inspection and maintenance of existing North River tunnels.
- Opens new opportunities for direct and expanded rail service from the existing commuter rail system to midtown Manhattan and builds upon recent transit investments in New Jersey.

Tunnel construction is expected to begin in 2009, with completion in 2017.

## JFK AIRTRAIN

### Queens, New York

On December 17, 2003, an 8.1-mile, 10-station light rail line opened to link JFK International Airport terminals, car rental agencies, and employee/long-term parking lot with New York's mass transit system and the LIRR. The \$1.9 billion system is a key element in a multi-year, multibillion-dollar program designed to upgrade New York's primary airport. PB began work as GEC in late 1994 and provided a wide range of planning, design, environmental analysis, and procurement activities. A special feature of the project is that joint Port Authority/PB staffs were located in a project office, and we served as an extension of Port Authority staff to manage the project. PB also provided conceptual engineering and prepared the Request for Qualifications and Request for Proposal documents for the design-build-operate-maintain (DBOM) contract. We assisted the Port Authority in managing the procurement process and evaluating five DBOM proposals and supported the Federal Aviation Administration's (FAA) EIS process as well as the Uniform Land Use Review Procedure (ULURP) process for the City of New York.

PB's responsibilities under this arrangement included:

- Providing systemwide conceptual engineering design and preparation of RFQ and RFP documents
- Operating the program's project control system, focusing on schedule and cost control matters
- Managing the technical aspects of the program
- Developing a procurement plan for LRT facilities and systems
- Supporting the Port Authority's programs for community involvement and industry outreach
- Supporting the Port Authority's initiatives for value planning, value engineering, peer review, and technology assessment
- Supporting the FAA's EIS process
- Supporting the Port Authority through the land use process with New York City (ULURP)
- Performing preliminary engineering for LRT facilities and systems
- Estimating ridership, capital costs, revenues, and operations and maintenance costs
- Evaluating alternative systems technology concepts and related matters of supplier selection and procurement contracting
- Developing preliminary designs, specifications, and other contract documents for system procurement
- Developing preliminary and final designs for transit structures, stations, shops, a storage yard, and infrastructure revisions



- Preparing construction contract documents
- Supporting the Port Authority during the solicitation and evaluation of proposals and bids
- Managing construction and procurement activities

When the Port Authority determined that a required tunnel segment under active taxiways at JFK was too risky to leave to the design-build process, it directed PB to prepare contract documents for a twin-cell, cut-and-cover tunnel carrying LRT and airport service vehicles under two active taxiways at JFK. The 100% design drawings were then added to the DBOM contractor's scope of work. Major components of the project design included:

- 1,900 linear feet (580 meters) of tunnel and tunnel approaches serving both a two-track light rail line and a restricted airport service road
- 1,500 linear feet (460 meters) of at-grade roadways connecting the tunnels to the existing airport restricted service road network
- Tunnel drainage system including a pump station
- A new electrical substation to support tunnel facilities
- Relocation of dozens of underground power, lighting and communication ductbanks impacted by the construction
- Relocation of lengthy segments of water mains, gas mains and large-diameter storm sewer trunks
- Extensive geotechnical analysis and design of ground modifications for the control of groundwater
- Construction staging and maintenance and protection of traffic schemes for aircraft and vehicular traffic, which were required to minimize disruptions to airport operations

## **NO. 7 LINE SUBWAY EXTENSION/HUDSON YARDS REZONING**

**New York City**

Hudson Yards on the far west side of Manhattan has been identified as an area suited to high-density commercial development to support the city's economic growth plan. Jacob Javits Convention Center, located in the Hudson Yards area, is the city's prime venue for conferences, trade shows and exhibitions but lacks sufficient space and nearby hotels to compete with other cities for large, recurring trade shows. Plans for economic development and expansion of the convention center rely on improving mass transit service to this under-utilized area.

PB led a multidisciplinary team of planners, engineers, and environmental specialists that prepared a final environmental impact statement (FEIS) for the proposed No. 7 Subway Extension; the expansion and modernization of the Jacob K. Javits Convention Center; the development of a new multi-sports, entertainment and exhibition facility (the New York Sports and Convention Center); and the rezoning of the Hudson Yards area of the far west side of midtown Manhattan. The original scope of work included only evaluation of the extension of the No. 7 subway line and the proposed rezoning of the Hudson Yards, but was later amended to include the expansion and modernization of the Javits Center and development of the multi-use sports, entertainment and exhibition facility.

PB also led the completion of the preliminary design and engineering of the No. 7 Subway extension that would extend the No. 7 line southwest by approximately 1.5 miles from Times Square to the Jacob K. Javits Convention Center at Tenth Avenue and West 34<sup>th</sup> Street. This included preparation of final design documents for necessary utilities relocations; preliminary engineering design documents for all aspects of the extension of the No. 7 Subway, including the preliminary signals, communications, civil, architectural, mechanical, electrical, and environmental engineering designs; and development of a running tunnel design and technical procurement package for the final design and construction of the tunneling portion of the subway extension. The PB team was also responsible for completing a number of services in support of the design effort, including capital cost estimating, surveying and mapping, geotechnical investigations, constructibility analyses, preparation of specifications, and public agency coordination and permitting.



## MTA LIRR EAST SIDE ACCESS New York City

PB is leading the tri-venture serving as General Engineering Consultant (GEC) for final design and construction-phase services for the development of a new rail extension to bring LIRR service directly to Grand Central Terminal on Manhattan's east side. The project will run from Sunnyside, Queens to Grand Central Terminal through a series of tunnels, including the unused lower level of the existing 63<sup>rd</sup> Street Tunnel under the East River. Project challenges entail designing the complicated series of tunnels in different ground conditions, soft earth tunnel boring and open cut in Queens, and hard rock boring and chamber blasting under Manhattan's east side, much of it beneath Park Avenue, as well as minimizing disruptions to the LIRR's Harold Interlocking, one of the nation's busiest and a vital element of LIRR service into Penn Station. It will also include a new Sunnyside Station and substantial renovations to the western end of Grand Central's lower level, which is currently used for maintenance and storage of trains. The tri-venture's multi-disciplinary scope of services includes:

- Geotechnical engineering
- Structural engineering
- Civil engineering
- Systems engineering
- Systems integration
- Architectural and facilities design
- Tunnel ventilation design
- Safety
- Total design coordination

Our involvement in this project began in the early 1990s when we performed operational and physical feasibility analyses as part of the planning effort for bringing LIRR service directly to Grand Central. Beginning in 1999, we then led the joint venture responsible for tunnel and support structure engineering services. When MTA Capital Construction was formed in 2003 and assumed responsibility for the project, it sought to improve the cost-effectiveness of the project by bringing final design and construction phase services under one GEC entity, which PB was named to lead. The GEC tri-venture is now managing the project to its scheduled completion in 2013.





# HUDSON-BERGEN LIGHT RAIL TRANSIT SYSTEM

Northern New Jersey

The Hudson-Bergen Light Rail Transit System (HBLRT) is a vital light rail connection that links the growing cities of the Hudson River waterfront. It serves the high-density commercial and residential centers in Jersey City and Hoboken and connects to ferries, PATH, and commuter rail. Beginning in Bayonne, the operating corridor extends through some of the nation's most densely populated municipalities, a region noted for significant dependence on transit. HBLRT is the first public transit project in the nation to use the design-build-operate-maintain (DBOM) construction methodology, whereby the contractor will complete the design, participate in the initial construction financing, perform construction, and then operate and maintain the system for at least 15 years. PB has been there every step of the way in the implementation and continued expansion of this ground-breaking LRT project.

Beginning in 1983, PB performed a waterfront transportation plan, culminating in a detailed technical report that examined a number of transportation corridors and options. In 1989 the firm began preparing an AA/DEIS for a priority corridor and nine transportation alternatives. This effort resulted in the selection of light rail as the locally preferred alternative (LPA) mode of transportation to serve this flourishing corridor along New Jersey's Hudson River Waterfront. In early 1993, the FTA gave approval and released funds for preliminary engineering and preparation of the FEIS for this major project.

In December 1994, NJ Transit decided that financing, final design, construction, and operation and maintenance of the first phase of the system would be performed by a DBOM contractor. Notice to proceed was issued to a DBOM contractor in November 1996. PB was named general design consultant for the development of a 20.6-mile light rail transit system to encompass 32 stations and five regional park-and-ride lots. The firm provided preliminary engineering and architectural services for all facilities and systems; final design and contract document preparation for the Weehawken Tunnel and underground Bergenline Avenue Station in Phase 2; and advancement of design for inclusion into a design-build document. PB, acting as an extension of NJ TRANSIT staff for the design-build phase, reviewed final design documents; provided technical support during construction; and performed construction quality and schedule monitoring.

As of February 2006, 15.5 miles and 23 stations were opened for revenue service and planning continues on future extensions of the HBLRT. Extending the line north to the Vince Lombardi Park-and-Ride in Ridgewild and south to 5<sup>th</sup> Street in Bayonne will complete the planned MOS-3. No timeline has been set for completion of this part of the project.





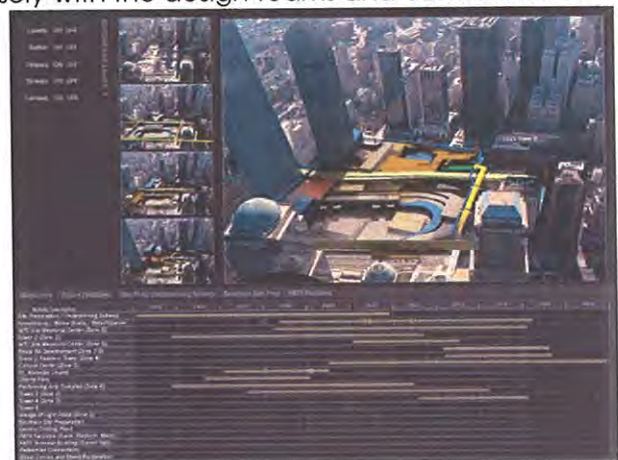
# WORLD TRADE CENTER TRANSPORTATION HUB AND OTHER SITE PROJECTS

## New York City

The Port Authority of New York and New Jersey owns the 16-acre World Trade Center site in Lower Manhattan. The Authority is responsible for the design, construction and commissioning of the new WTC Transportation Hub as well as management of the entire site and coordination of all construction performed by the Authority and others.

PB, in joint venture, is overseeing what is perhaps the most visible and politically sensitive construction job in the United States—building the new World Trade Center. The joint venture is serving as an extension of the Port Authority staff. The planning and design call for a "Freedom Tower," four other towers nearby, a transportation hub linking New York's subway system with commuter trains and ferries, and a memorial to those who died in the September 11, 2001 terrorist attack on the original center. The joint venture is providing construction management services as an extension of the Port Authority staff for construction of the World Trade Center transportation Hub and other site projects and providing management oversight and coordination of construction activities performed by other WTC site stakeholders. The joint venture also provides 3D/4D Model Management (BIM) and visualization services in support of construction management tasks.

The construction of the WTC Hub and Other Site Projects has potential wide-ranging impacts on Lower Manhattan. Over the next 6 years, one of the greatest challenges facing the Port Authority is the coordination and logistics associated with the revitalization of the WTC site. Within a site less than 0.5-mile square, situated in the dynamic Lower Manhattan area, construction will proceed at a never before seen intensity to complete world-class facilities. For all site projects, the joint venture is responsible for overall coordination of all construction activities by the Authority and others throughout the site, including site logistics, access, security and safety, coordination with Port Authority WTC site management and coordination with external entities such as the Federal Transit Administration (FTA), the Lower Manhattan Construction Command Center (LMCCC), and all stakeholders in Lower Manhattan. Emphasis will be placed on minimizing the impact to surrounding businesses, residential neighborhoods, individuals who traverse the site perimeter and patrons of the transportation facilities in and adjacent to the site. The joint venture develops and maintains a series of detailed 4D Models of the WTC Transportation Hub project that are used daily by the project team for constructability analysis, what-if scenarios, construction planning and packaging, contractor coordination, interface management, safety and site logistics, as well as inspection validation, visual progress reporting and overall stakeholder communication. The model management team coordinates closely with the design teams and contractors to obtain and verify their BIM, 3D CAD models, and schedules to ensure standards conformance, process integrity and data accuracy.





# SOUTHERN BROOKLYN TRANSPORTATION INVESTMENT STUDY

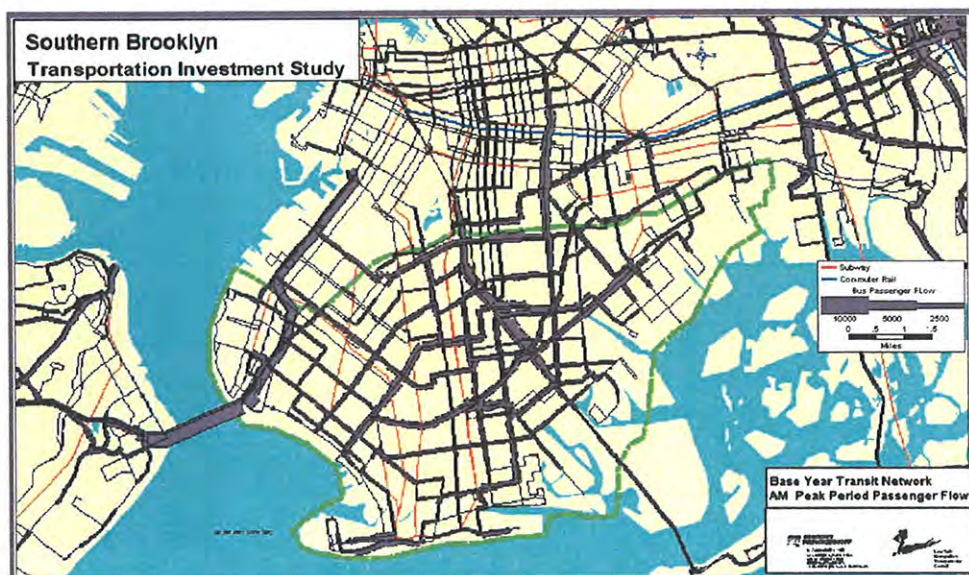
Brooklyn, New York

PB led a study to develop multimodal transportation improvement alternatives that address the movement of people and goods in southern Brooklyn.

The study addressed all transportation modes within, impacting, or serving the area. The study area encompassed the portion of Brooklyn primarily south of Linden Boulevard and Fort Hamilton Parkway. The area comprises nearly half of the borough and houses a population of 1.2 million. Vital transportation facilities (e.g., South Brooklyn Terminal, JFK International Airport), routes/corridors (e.g., Linden Boulevard, Belt Parkway), the Long Island Rail Road terminal zone and Bay Ridge branch, subway lines, public and private bus services, ferries, and freight systems were part of the study. The study also addressed bicycle and pedestrian transportation, jitney van services, accident and safety conditions, and the socioeconomic characteristics of the study area.

The TIS process included a proactive public and community involvement program, encompassing meetings with elected officials, transportation agencies, local officials, business organizations, other stakeholders, and the general public. The program also involved formation of a Technical Advisory Committee (TAC) comprised of agency representatives and a Community Liaison Committee (CLC) comprised of public and community organization representatives. Joint TAC/CLC subcommittees were organized with volunteers of the TAC and CLC to review issues and concerns raised by the public through the study's community outreach program. Their reviews were used to identify common themes and objectives with the ultimate goal of developing alternative transportation improvement scenarios.

Medium- and long-term improvement scenarios were tested and evaluated using NYMTC's Best Practice Model (BPM). Strategies and actions that tested well were used to develop a multimodal transportation improvement plan for southern Brooklyn. Ongoing transportation planning efforts within the study area—for example, the cross harbor freight movement environmental impact statement and Gowanus Expressway environmental impact statement—were closely coordinated with the Southern Brooklyn TIS and recommendations from those efforts were integrated into the final study results.



# **MIDHARLEM LINE 3<sup>RD</sup> TRACK PROJECT**

## **EIS**

### **Westchester County New York**

PB prepared the NEPA EIS for the addition of a 2.5-mile third track addition to Metro-North Railroad's Harlem Line in southern Westchester County between Crestwood and Mount Vernon West Stations as well as improvements to a 1-mile segment of the line between Mount Vernon and Fleetwood. The EIS evaluated significant social, economic, and environmental issues associated with the No-Build Alternative, three Build Alternatives, and three Operational Alternatives to increase capacity to maintain, improve and expand service for all Harlem Line customers, future users and the region well into the 21st Century. The project obtained the Record of Decision in 2000 and construction was completed in 2004.

The EIS for this project addressed:

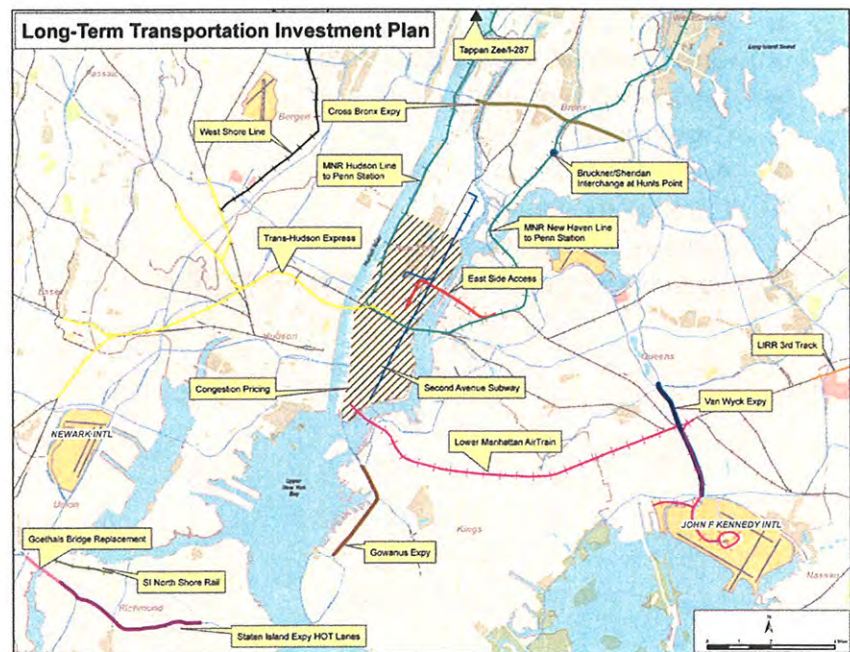
- Land acquisition and displacement
- Air quality
- Land use and zoning
- Noise and vibration
- Floodplains
- Traffic and parking
- Historic properties and parklands
- Section 4(f) properties
- Construction impacts
- Aesthetics/visual impacts
- Community disruption
- Consistency with local plans
- Hazardous materials and contaminated sites



# LONG-TERM TRANSPORTATION INVESTMENT PLAN

## New York City

Current projections indicate that New York City's population will grow by over one million people over the next 25 years. PB was retained by the New York City Economic Development Corporation to prepare a strategic business plan to guide long-term transportation investments in the New York metropolitan area to accommodate this growth. The plan will utilize year 2030 population and employment forecasts provided by the New York City Department of City Planning (DCP) in conjunction with trip tables, transportation system characteristics and travel data resident in the New York Metropolitan Transportation Council Best Practice Model (BPM) to project future traffic and transit conditions with and without transportation improvements. The study will assess twenty major transit and highway capacity projects and alternative congestion pricing scenarios. Project costs, benefits, implementation issues and potential funding sources will be identified and a business plan conceptualized. The business plan will identify pivotal projects which must be implemented in the short term, fulfillment projects necessary to meet the City's long term vision, and investment criteria for project investment.



# LONG ISLAND TRANSPORTATION PLAN 2000 (LITP 2000) New York

PB performed the LITP 2000 MIS to identify and evaluate improvement alternatives to reduce congestion and improve the movement of people and freight across Long Island. Given the scarcity of developable land, environmental and local concerns, and limited funding available for large-scale capital investments precluding the construction of more highways, NYSDOT joined with local governments, businesses, and community leaders to develop efficient, economical and accessible multimodal transportation choices to travelers on Long Island.

LITP 2000 emphasized innovative, realistic, and financially sound public transit solutions along with travel demand management (TDM) and transportation systems management (TSM) measures as complements to traditional highway capacity improvements. PB performed this MIS in phases: Phase One consisted of developing the tools, establishing the framework and implementing the procedures and methods for evaluating alternatives, along with development of the public participation plan. Phase Two focused on assessment of alternatives through public participation efforts and application of multimodal transportation demand forecasting tools, and Phase Three comprised development of a prioritized list of projects and identification of the preferred alternative (the LITP Plan), along with development of an implementation strategy.





# CHINATOWN CIRCULATION STUDY

## New York City

Continuing its mission to revitalize Lower Manhattan, and working jointly with NYCDOT, LMDC retained PB to provide transportation consulting services to analyze traffic congestion, parking, pedestrian and transit accessibility, and related quality of life issues in the Chinatown area. Based on these findings, the study team developed strategies and actions for improving traffic flow and mobility for all modes in Chinatown, as well as improved connections with surrounding areas.

Inputs from the New York City Department of City Planning, New York City Economic Development Corporation, New York State Department of Transportation, New York City Department of Sanitation, New York Police Department, Metropolitan Transportation Authority, and Deputy Mayor's Office for Economic Development and Reconstruction, were also considered. Project elements included:

- A baseline analysis of existing conditions and new data as well as identification of access and circulation issues and problems.
- An Action Plan for major transportation and traffic-related issues, coordinated with other studies in the area.
- An Implementation Plan outlining potential capital projects, regulatory initiatives, and other strategies and governmental actions.
- An assessment of plan benefits, including improved circulation, reduced congestion, shorter travel times, and more efficient use of public rights-of-way.



# BAY STREET MASTER PLAN

## Staten island, New York

PB managed the preparation of a master plan for the Bay Street corridor, along Staten Island's eastern shore. The project included community workshop and community and agency outreach efforts and planning and conceptual design services for the preparation of urban, transportation, and streetscape plans, including an undergrounding study for overhead utility lines. Highlights of the planning process included:

- Comprehensive assessment of corridor conditions
- An initial community workshop to obtain residents' and business owners' perceptions of issues, goals, and recommendations
- Investigation of potential linkages/relationships to other ongoing projects in the St. George area
- Preparation, evaluation and review plans
- Recommendations for short-term (0 to 2 years) and long-term (15 years) capital improvements

The master plan includes projects that benefit the corridor as a whole as well as community-specific projects with benefits limited mostly to one local area. Corridor-wide recommendations include:

- Transportation and mobility improvements
- Actions to promote community revitalization and growth
- Economic development, streetscape redesign, safety and security projects





# ALLSTON MASTER PLAN – HARVARD UNIVERSITY Cambridge, Massachusetts

PB is working with Allston Development Group (ADG), Harvard's organization for managing a multi-decade master plan at the Allston site located across from Harvard University in Cambridge. The Master Plan is a framework for the University's future physical and academic growth and includes potential locations for new spaces for science, professional schools, arts and culture, and housing, as well as new open spaces and amenities for the community. PB is developing major transportation corridors interconnecting Harvard Square and the Allston expansion as well as evaluating tunnel and river crossings. Additional studies have included alternative corridors for the future urban ring tunnels.

The first phase focuses on approximately 130 acres in Allston and includes parts of Harvard's existing campus and large tracts of currently underutilized industrial land. In Phase 1, Harvard is seeking the City's approval for the construction of 4 to 5 million square feet of academic development. Over the next 50 years, development in Allston is expected to create up to 10 million square feet of new space.

Harvard University has identified a need to improve access and mobility for faculty, doctors, students, and researchers who travel on a regular basis between Harvard University's main campus and facilities in the Longwood Medical and Academic (LMA) area in Boston. While several ongoing planning studies are investigating a range of capital intensive, long-term transportation improvements for this area, PB is studying near-term transportation options for improving connectivity between Harvard University's main campus in Cambridge and facilities in the LMA area.





COUNTY OF NASSAU

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

1. Name of the Entity: WSP USA Inc.

Address: One Penn Plaza, 4th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10119

Country: US

2. Entity's Vendor Identification Number: 11-1531569

3. Type of Business: Closely Held Corp (specify) \_\_\_\_\_

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

1 File(s) uploaded 2020-11-06 SECTION-002\_WSP-USA-INC.pdf

*No principals have been attached to this form.*

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

If none, explain.

WSP USA Inc. is a wholly-owned subsidiary of Parsons Brinckerhoff Holdings Inc.

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

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

Please see attached listing of affiliates and subsidiaries. None of these firms will take part in the performance of this contract.

1 File(s) uploaded Affiliates\_06022021.pdf

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

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

Laura Unger [LAURA.UNGER@WSP.COM]

Dated: 06/04/2021 05:05:45 PM

Title: Assistant General Counsel, Regulatory Compliance

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

<b>Company</b>	<b>Address</b>	<b>% Owned*</b>	<b>Relationship</b>
<b>Parsons Brinckerhoff Holdings Inc.</b>	One Penn Plaza, New York, NY 10119	100% Owner of WSP USA Inc.	Parent (PC)
<b>WSP USA Administration Inc.</b>	One Penn Plaza, New York, NY 10119	100% Owned by Parsons Brinckerhoff Holdings Inc.	Affiliate (O)
<b>WSP USA Services Inc.</b>	One Penn Plaza, New York, NY 10119	100% Owned by Parsons Brinckerhoff Holdings Inc.	Affiliate (O)
<b>WSP International LLC</b>	One Penn Plaza, New York, NY 10119	100% Owned by Parsons Brinckerhoff Holdings Inc.	Affiliate (O)
<b>PB Power, Inc.</b>	One Penn Plaza, New York, NY 10119	100% Owned by Parsons Brinckerhoff Holdings Inc.	Affiliate (O)
<b>Ecology and Environment Engineering and Geology, P.C.</b>	368 Pleasant View Drive, Lancaster, NY 14086	Owned by employees of WSP USA Inc.	Affiliate (O)
<b>WSP P.C.</b>	1015 Half Street SE, Washington, DC, 20003	Owned by employees of WSP USA Inc.	Affiliate (O)
<b>Hydrogeologic, Architecture, Land Surveying, Landscape Architecture Services, P.C.</b>	One Penn Plaza, New York, NY 10119	Owned by employees of WSP USA Inc.	Affiliate (O)
<b>Walsh Environmental, L.L.C.</b>	5665 Flatiron Parkway, Boulder, Colorado 80301	100% Owned by WSP USA Inc.	Subsidiary (S)
<b>WSP Michigan Inc.</b>	500 Griswold Street, Detroit, MI 48226	100% Owned by WSP USA Inc.	Subsidiary (S)
<b>WSP USA Solutions Inc.</b>	412 Mt Kemble Ave, Morristown, NJ 07960	100% Owned by WSP USA Inc.	Subsidiary (S)
<b>Earth Consulting Group, Inc.</b>	880 West Oak Parkway, Building 100, Suite 106, Marietta, GA 30067	100% Owned by WSP USA Inc.	Subsidiary (S)
<b>EarthCon Consultants CA, Inc.</b>	880 West Oak Parkway, Building 100, Suite 106, Marietta, GA 30067	100% Owned by WSP USA Inc.	Subsidiary (S)
<b>Ecology and Environment do Brasil, Ltda.</b>	Av. Presidente Wilson, 231 – Sala 1601, Rio de Janeiro, Brasil	72% Owned by WSP USA Inc.	Subsidiary (S)
<b>WSP USA Design Inc.</b>	One Penn Plaza, New York, NY 10119	33% Owned by WSP USA Inc.	Subsidiary (S)

**WSP USA INC.****OFFICERS AND DIRECTORS**

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business Address Reference Number</u>	<u>Director</u>
President and CEO	Bernard P. McNeilly	New York, NY	( 1 )	X
Executive Vice President	Lewis P. Cornell	Orange, CA	( 2 )	
Senior Vice President & Treasurer	Andrew C. Esposito	Orange, CA	( 2 )	
Senior Vice President	Arpit Talati	Dallas, TX	( 5 )	
Senior Vice President	Christopher L. Peters	Orange, CA	( 2 )	
Senior Vice President	David B. Terry	Upper Saddle River, NJ	( 6 )	
Senior Vice President	Denise Turner Roth	Washington, DC	( 4 )	
Senior Vice President	Garry E. Nunes	New York, NY	( 1 )	
Senior Vice President	Gerald S. Jannetti	New York, NY	( 1 )	
Senior Vice President	J. Steven Paquette	New York, NY	( 1 )	
Senior Vice President	John Trotta	Chicago, IL	( 8 )	
Senior Vice President	Joseph B. Willhite	Chicago, IL	( 8 )	
Senior Vice President	Joseph G. Pulicare	New York, NY	( 1 )	
Senior Vice President	Pamela Townsend	Raleigh, NC	( 7 )	
Senior Vice President	Roger W. Blair	Houston, TX	( 3 )	X
Vice President	Andrew J. Lynn	New York, NY	( 1 )	
Vice President	Kevin B. Reed	San Diego, CA	( 9 )	
Assistant Vice President	Amir J. Degany	Boston, MA	( 10 )	
Assistant Vice President	David Patterson	Baltimore, MD	( 12 )	
Assistant Vice President	Fadi S. Walieddine	San Francisco, CA	( 14 )	
Assistant Vice President	Leslie Gartner	Atlanta, GA	( 11 )	
Assistant Vice President	Robert Rohlfs	Kansas City, MO	( 13 )	
Assistant Vice President	Sandy Bishay	New York, NY	( 1 )	
Secretary	Hillary F. Jassey	New York, NY	( 1 )	
Assistant Secretary	Cary M. Siegel	New York, NY	( 1 )	
Assistant Secretary	W. Stephen Dale	New York, NY	( 1 )	
Controller	Nicholas P. Mitrakis	New York, NY	( 1 )	
Assistant Controller	Christopher J. D'Aquino	Ephrata, PA	( 15 )	
Board Director	Gregory P. Benz	Eliot, ME	( 16 )	X
Board Director	Michael J. Abrahams	New York, NY	( 1 )	X
Board Director	Richard Rome	Dallas, TX	( 5 )	X

## WSP USA INC.

### OFFICERS AND DIRECTORS

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business Address Reference Number</u>	<u>Director</u>
--------------	-------------	--------------------------	--	-----------------

#### \* Business Addresses

- ( 1 ) One Penn Plaza, New York, NY 10119
- ( 2 ) 1100 Town and Country Road, Suite 200, Orange, CA 92868
- ( 3 ) 16200 Park Row, Suite 200, Houston, TX 77084
- ( 4 ) 1015 Half Street, SE, Suite 650, Washington, DC 20003
- ( 5 ) 2777 N Stemmons Freeway, Suite 1600, Dallas, TX 75207
- ( 6 ) 600 East Crescent Ave., Suite 200, Upper Saddle River, NJ 07458
- ( 7 ) 434 Fayetteville Street, Suite 1500, Raleigh, NC 27601
- ( 8 ) 30 N. LaSalle Street, Suite 4200, Chicago, IL 60602
- ( 9 ) Wells Fargo Bldg., 401 B Street, Suite 1650, San Diego, CA 92101
- ( 10 ) 75 Arlington Street, 9th Floor, Boston, MA 02116
- ( 11 ) 1123 Zonolite Road, Suite 25, Atlanta, GA 30306
- ( 12 ) 1 East Pratt Street, 3rd Floor, Baltimore, MD 21202
- ( 13 ) 300 Wyandotte Street, Kansas City, MO 64105
- ( 14 ) 425 Market Street, 17th Floor, San Francisco, CA 94105
- ( 15 ) 4139 Oregon Pike, Ephrata, PA 17522
- ( 16 ) 428 Dow Highway, Eliot, ME 03903



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2021

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177		<b>CONTACT NAME:</b> AJG Service Team <b>PHONE (A/C, No. Ext):</b> 212-981-2485 <b>E-MAIL ADDRESS:</b> GGB.WSPUS.CertRequests@ajg.com		<b>FAX (A/C, No):</b> 212-994-7074
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: QBE Specialty Insurance Company		11515
<b>INSURED</b> WSP USA Inc. One Penn Plaza New York, NY 10119		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:** 1356524311**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			QPL0022630	11/1/2020	10/31/2021	Per Claim Aggregate \$ 1,000,000 \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIRTY (30) DAYS NOTICE OF CANCELLATION

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County Department of Public Works  
1194 Prospect Ave  
Westbury NY 11590

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2021

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	<b>CONTACT NAME:</b> AJG Service Team <b>PHONE (A/C, No, Ext):</b> 212-994-7100 <b>E-MAIL ADDRESS:</b> GGB.WSPUS.CERTREQUESTS@AJG.COM <b>FAX (A/C, No):</b> 212-994-7047
<b>INSURED</b> WSP USA Inc. One Penn Plaza New York, NY 10119	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty Insurance Corporation <b>INSURER B:</b> Zurich American Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 829751309**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO983581908	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 7,500 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ 3,500,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-621-094060-031	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WA7-62D-094060-011	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

Nassau County Department of Public Works is named as Additional Insureds on General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**Nassau County Department of Public Works  
1194 Prospect Ave  
Westbury NY 11590

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

AUTHORIZED REPRESENTATIVE


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**Workers'  
Compensation  
Board**

**CERTIFICATE OF INSURANCE COVERAGE under the  
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

<b>PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier</b>	
<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p style="text-align: center;">WSP USA Inc. One Penn Plaza New York, NY 10019</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p style="text-align: center;"><b>717-859-7871</b></p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p style="text-align: center;"><b>11-1531569</b></p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p style="text-align: center;">Nassau County Department of Public Works 1194 Prospect Ave Westbury NY 11590</p>	<p>3a. Name of Insurance Carrier</p> <p style="text-align: center;"><b>Metropolitan Life Insurance Company</b></p> <p>3b. Policy Number of entity listed in box "1a":</p> <p style="text-align: center;"><b>217113</b></p> <p>3c. Policy effective period:</p> <p style="text-align: center;"><b>January 1, 2021 to December 31, 2021</b></p>
<p>4. Policy provides the following benefits:</p> <p><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits.</p> <p><input type="checkbox"/> B. Disability benefits only.</p> <p><input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:</p> <p><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.</p> <p><input type="checkbox"/> B. Only the following class or classes of employer's employees:</p> <p>Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits and/or Paid Family Leave insurance coverage as described above.</p> <p>Date Signed: <u>January 4, 2021</u> By: <u></u></p> <p style="text-align: center;">(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</p> <p>Telephone Number: <u>678-319-1603</u> Title: <u>Suzy Davis, State Plan Consultant</u></p> <p>IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.</p>	
<b>PART 2. To be completed by NYS Workers' Compensation Board (Only if box 4C or 5B of Part 1 has been checked)</b>	
<p><b>State of New York</b></p> <p><b>Workers' Compensation Board</b></p> <p>According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.</p> <p>Date Signed: _____ By: _____</p> <p style="text-align: center;">(Signature of Authorized NYS Workers' Compensation Board Employee)</p> <p>Telephone Number: _____ Title: _____</p>	

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

## **Additional Instructions for Form DB-120.1**

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

### **DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

#### **§220. Subd. 8**

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

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

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

**FROM:** Department of Public Works

**DATE:** June 2, 2021

**SUBJECT:** Request for Approval of a Contract Amendment  
Nassau Hub Study Project Management & AA/EIS Procurement Assistance  
Contract CFPW08000024

**Introduction**

WSP is under contract with the County to provide administrative, management and technical support to the Department of Public Works ("Department") regarding the Federal Transit Administration (FTA) grant funded Hub Transit Alternatives Analysis (the "AA") process. The AA begins with identification and analysis of potential new transit routes/alignments to serve the Nassau Hub (uses served include Hofstra University, Nassau Veterans Memorial Coliseum property, Nassau Community College, Mitchel Field, Museum Row, Roosevelt Field Mall and others), and culminates with the selection and implementation of a Locally Preferred Alternative (the "LPA").

The Department is requesting that the WSP Contract be extended to complete the AA process, particularly the AA Update, implementation of the Initial Operating Segment (IOS) Phase I Bus Rapid Transit Project and implementation of six Battery Electric Buses (BEB) integration and charging infrastructure. Work will be primarily grant funded (80% federal / 20% local) and local/County matching funding is already programmed in the Nassau County Capital Plan. The Contract Amendment will allow the Department to fully implement Phase I of the IOS BRT Project which will introduce fast, convenient and clean energy transit access to the Hempstead Intermodal Center and the Nassau Hub.

In order to perform the above-referenced work, pursuant to the Contract terms, the Department requests: (i) extension of the contract term, (ii) the reallocation of funding from completed/closed out tasks; and (iii) a \$2,500,000 increase in the contract Maximum Amount, eighty percent (80%) of which is reimbursable through the FTA grant. The Contract explicitly requires approval by the Nassau County Legislature to reallocate funding among payment budget line items in certain circumstances - see relevant Contract clause below:

**Section 3 – Payment, (C) Budget**

*The amount to be paid to the Contractor for Services shall be in accordance with the line-item budget set forth in this Section and in Exhibit D (cost. proposal). Amounts allocated to line items within the total amount of the budget may be transferred among items upon approval by the Executive Commissioner of the Department ("Transfer Amount") in accordance with the Change Order Process (Paragraph 2(8) above). Transfer Amounts shall not exceed five percent (5%) of the total maximum amount of the related Task; provided, however, **in no event shall a line-item budget category be increased by more than five percent (5%) or Fifty Thousand Dollars (\$50,000.00) over the budget amount for the related Task, unless the Agreement is formally amended by the parties and approved pursuant to County requirements.***

Nassau County is currently utilizing two FTA grants/earmarks (Federal Award Identification Numbers (FAIN) NY-04-0032-01 and NY-17-X002-00) which provide 80% and 100% reimbursement for eligible planning tasks. As of May 7, 2021, there are \$4,362,960.31 of remaining federal funds from which to draw down. Nassau County recently received grant extension approval from the FTA to expend funds and initiate the close-out process by September 30, 2022.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

June 2, 2021

Page two

SUBJECT: Request for Approval of a Contract Amendment  
Nassau Hub Study Project Management & AA/EIS Procurement Assistance  
Contract CFPW08000024

### **Proposed Amendment Terms**

The **first** component of the proposed Amendment would **extend the term of the Agreement by twenty-four (24) months** effective September 17, 2021, with an option to renew for up to an additional three (3) twelve (12) month periods, for a total possible term of sixty (60) months so that the termination of the Agreement, as amended, shall be September 16, 2026.

The **second** component of the proposed Amendment would **reallocate payment budget amounts among line items** described in Section 3 - Payment, with a effective date of January 1, 2020. Unspent amounts (totaling \$395,000) would be reallocated from line items that are completed to Category B Task Three and Direct Expenses. In summary, work in Category A Task 1 through Task 8, as well as Category B Task 1, is complete, and the remaining amounts from these line items are requested to be transferred to Category B Task 3 and Direct Expenses. No transfer is proposed for Category B Task 2, Category C, or Category D.

Reallocated funding would be programmed to allow the completion of existing Task Order # 14 (and PMC TO companion) – IOS Phase I Design, and a new Task Order to support the introduction of BEBs and charging stations for use as part of the IOS Phase I implementation. These tasks are reimbursable and required by FTA to be completed by the grant close out deadline.

The **third** component of the proposed Amendment would **increase the Maximum Amount payable under the Agreement by \$2,500,000** which would be eighty percent (80%) reimbursable by the FTA. This increase would enable the County to allocate unspent grant funding and claim reimbursement from the FTA under this Agreement. Specifically, the increase would enable the County to authorize WSP to perform work under existing and new Task Orders for technical assistance and support (under Category B Task Three in the Agreement), including: (1) Continuation and completion of support for the Alternatives Analysis (AA) update for the Long Island Rail Road (LIRR) Main Line Connection, at an approximate cost of \$350,000, (2) Continuation and completion of support for the introduction of Battery-electric buses for use as part of the Phase 1 of the Nassau Hub IOS, at an approximate cost of \$250,000, and (3) Preliminary Design support for IOS Phase 2, at an approximate cost of \$1,900,000. All three tasks are eligible for 80% reimbursement by the FTA, resulting in a County match of approximately \$500,000.

### **Recommendation**

The Department recommends the proposed amendment to Contract # CFPW08000024 be submitted to the Nassau County Legislature for approval of the following terms: (1) extend the term by twenty-four (24) months with an option to further extend by an additional three (3) twelve (12) month periods, for a possible term of sixty (60) months, (2) reallocate payment budget amounts among line items described in Section 3 – Payment, and (3) increase the Maximum Amount payable under the Agreement by \$2,500,000 to permit the issuance of amended and new Task Orders required to achieve FTA grant milestones.

Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

June 2, 2021

Page three

SUBJECT: Request for Approval of a Contract Amendment  
Nassau Hub Study Project Management & AA/EIS Procurement Assistance  
Contract CFPW08000024

Please indicate whether you approve or disapprove of the Department's recommendation to submit the proposed Contract Amendment to the Legislature for approval. Should you approve, our office will initiate the Contract Amendment approval process.




Kenneth G. Arnold  
Commissioner

KGA:SS:jd

c: Elisa Picca, Chief Deputy Commissioner  
Sean Sallie, Deputy Commissioner  
Roseann D'Alleva, Deputy Commissioner  
David Viana, Planner II

APPROVED:

DISAPPROVED:

 06/02/2021  
\_\_\_\_\_  
Brian J. Schneider Date  
Deputy County Executive

\_\_\_\_\_  
Brian J. Schneider Date  
Deputy County Executive

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

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

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

Laura S. Unger, Assistant General Counsel, Regulatory Compliance

06/04/2021

Name and Title of Authorized Representative

m/d/yy



Signature

06/04/2021

Date

WSP USA Inc.

Name of Organization

One Penn Plaza, New York, NY 10119

Address of Organization

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

LAURA CURRAN  
NASSAU COUNTY EXECUTIVE



KENNETH G. ARNOLD, P.E.  
COMMISSIONER

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

September 9, 2020

Mr. Richard Fischer  
WSP USA, Inc.  
One Penn Plaza  
New York, New York 10119

Re: Contract No. CFPW08000024 Contract Renewal

Dear Mr. Fischer:

Pursuant to Section 1 of the above referenced Agreement, the County hereby approves the renewal of the above referenced Agreement for a period of one (1) year, subject to the County's right of early termination as provided in the Agreement.

I have enclosed two (2) original letters. Please countersign below to indicate your agreement, return one of the letters to me within thirty (30) days, and retain the other for your files.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Ken Arnold", is written over a blue horizontal line.

Kenneth G. Arnold, P.E.  
Commissioner of Public Works

KGA:SS:ac

c: Brian J. Schneider, Deputy County Executive for Parks and Public Works  
Sean E. Sallie, Deputy Commissioner of Public Works  
David L. Viana, Planner II  
Daniel Baer, WSP USA, Inc.



LAURA CURRAN  
NASSAU COUNTY EXECUTIVE



OFFICE OF THE COUNTY EXECUTIVE  
THEODORE ROOSEVELT EXECUTIVE & LEGISLATIVE BUILDING

August 8, 2019

Ms. Maxine Hill  
WSP USA, Inc.  
One Penn Plaza  
New York, New York 10119

Re: Contract Number: CFPW08000024 Contract Renewal

Dear Ms. Hill:

Pursuant to Section 1 of the above referenced Agreement the County hereby approves the renewal of the above referenced Agreement for a period of one (1) year, subject to the County's right of early termination as provided in the Agreement.

I have enclosed two original letters. Please countersign below to indicate your agreement, return one of the letters to me within thirty (30) days, and retain the other for your files.

Very truly yours,

A handwritten signature in black ink, reading "Brian J. Schneider".

Brian J. Schneider  
Deputy County Executive for Parks and Public Works

[Signatures continued on next page]

BJS:KGA:SS:jd

c: Kenneth G. Arnold, Commissioner of Public Works  
Sean E. Sallie, Deputy Commissioner of Public Works  
Aryeh Lemberger, Planner III  
Daniel Baer, WSP USA, Inc.

1550 FRANKLIN AVENUE - MINEOLA, NEW YORK 11501 - 516-571-3131

[lcurran@nassaucountyny.gov](mailto:lcurran@nassaucountyny.gov)

Agreed to by:

Maxine Hill

Maxine Hill  
WSP USA, Inc.

Date: 08/28/2019

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

On the 28 day of August in the year 2019 before me personally came Maxine Hill to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Kings; that he or she is the SVP, NY Area Manager of WSP USA, Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Hilary Sylvester  
NOTARY PUBLIC

**HILARY SYLVESTER**  
Notary Public, State of New York  
No. 01SY6263386 Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires June 11, 2020

Contract ID#:

CLPW 16 000039  
Department: DPWE-27.17  
CF**CF (Capital)****Contract Details** SERVICE Nassau Hub Study Program Management and AA/EIS Procurement Assistance

NIFS ID #: CFPW08000024 NIFS Entry Date: 12/6/16 Term: from 9/16/08 to 9/15/21

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

**Agency Information**

Vendor		County Department
Name PB Americas, Inc. (WSP/Parsons Brinckerhoff)	Vendor ID# 111531569	Department Contact Aryeh Lemberger
Address One Penn Plaza New York, NY 10119	Contact Person Daniel Baer Phone 212-465-5121	Address 1194 Prospect Ave. Westbury, NY 11590 Phone 516-571-9322

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	12/6/16	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	12/1/16	
12/1/16	OMB	NIFS Approval	<input checked="" type="checkbox"/>	12/7/16	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
12/9/16	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	12/9/16	
12/9/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	12/15/16	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2/1/17	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	2/3/17	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	3/5/17	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	3/22/17	
2/3/17	County Executive	Notarization Filed with Clerk of the Leg	<input type="checkbox"/>	2/3/17	



## Contract Summary

### Description: Nassau Hub Study Project Management & AA/EIS Procurement Assistance Contract Amendment #2

**Purpose:** On September 18, 2008, Nassau County entered into a five (5) year contract with PB Americas, Inc., now WSP/Parsons Brinckerhoff, Inc. (the "Contractor") under which the contractor would provide administrative and management support to the County while the County is conducting an Alternatives Analysis (the "AA") leading to the selection of a Locally Preferred Alternative (the "LPA"), as required by the Federal Transit Administration (the "FTA") New Starts/Small Starts processes (49 U.S.C. Section 5309 Grant Program), and an Environmental Impact Statement (the "EIS"), as required by the National Environmental Policy Act ("NEPA") and New York State Department of Environmental Conservation Rules and Regulation 6 NYCRR Part 617 ("SEQRA") (the "Original Agreement"). Work is ongoing and a term extension is now necessary in order to continue the services.

**Method of Procurement:** The Contractor was selected through an open competitive Request for Proposals. The RFP was posted to the County web site, a "Notice to Bidders" was run in Newsday from March 20, 2008 through March 26, 2008 and an announcement was posted to the New York State Contract Reporter. A Bidders' Conference was held on April 4, 2008 and was attended by representatives from twelve (12) firms. A deadline of April 18, 2008 was established for submission of proposals. Two (2) teams of firms responded to the RFP led by PB Americas, Inc. and Urban Associates, Inc. An Evaluation Committee was formed to review and rank the proposals. Following federal Brooks Act procedures, the Evaluation Committee reviewed the proposals for technical proficiency, excluding cost as an evaluation factor. Upon completion of the evaluation process, PB Americas, Inc. was ranked the highest in terms of their technical proposal. The County next convened a negotiating committee consisting of members of the Planning Department, Department of Public Works and The County Attorney's Office to negotiate the cost and scope of services. The County was able to negotiate an acceptable scope and cost, which is reflected in this Contract for Services.

**Procurement History:** This contract was awarded via the Request for Proposal process, utilizing the Brooks Act method of evaluation and selection, as required by federal regulations. The first amendment was executed on May 13, 2009. This is the second amendment to the Original Agreement.

**Description of General Provisions:** Effective September 18, 2016, extend the term of the Original Agreement by thirty-six (36) months, with an option to renew for up to an additional two (2) twelve (12) month periods, for a total possible term of sixty (60) months so that the termination of the Original Agreement, as amended by this Amendment shall be September 17, 2021.

**Impact on Funding / Price Analysis:** There is no net impact on the amount of compensation to the Contractor.

**Change in Contract from Prior Procurement:** Effective September 18, 2016, extend the term of the Original Agreement by thirty-six (36) months, with an option to renew for up to an additional two (2) twelve (12) month periods, for a total possible term of sixty (60) months so that the termination of the Original Agreement, as amended by this Amendment shall be September 17, 2021.

**Recommendation:** Approve Contract Amendment #2, as submitted.

## Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	91091
Resp:	000
Object:	00002
Transaction:	CF

RENEWAL	
% Increase	
% Decrease	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3	PWCAPCAP9109100000002	\$0.01
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$0.01</b>

Document Prepared By: Aryeh Lemberger, Unit Head TE/Planner III

Date: 9/23/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: <i>2/3/17</i>
Date: <i>3/29/17</i>	Date: <i>3/28/17</i>	(For Office Use Only)
		E #:

## RULES RESOLUTION NO. 33-2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PLANNING AND PARSONS BRINCKERHOFF, INC. F/K/A PB AMERICAS, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 2-13-17  
VOTING:  
aye 4 nayes 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Parsons Brinckerhoff, Inc. f/k/a PB Americas, Inc. to provide administrative and project management support, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Parsons Brinckerhoff, Inc. f/k/a PB Americas, Inc.



## AMENDMENT NO. 2

This AMENDMENT Number 2, effective as of September 17, 2016 (the "Amendment Number 2"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Planning Department, having its principal office at 100 County Seat Drive, Mineola, New York 11501, and (ii) Parsons Brinckerhoff, Inc. (fka PB Americas, Inc.), a New York State Corporation, having its principal office at One Penn Plaza, New York, NY 10119 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CFPW08000024 between the County and the Contractor, executed on behalf of the County on September 18, 2008 and annexed hereto (the "Original Agreement"), the Contractor performs certain services for the County in connection with administrative and management support to the County while the County is conducting an Alternatives Analysis (the "AA") and an Environmental Impact Statement (the "EIS") pursuant to all applicable legal requirements, which services are more fully described in the Original Agreement (the "Services");

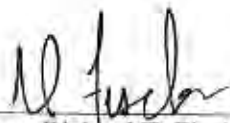
WHEREAS, the term of the Agreement is from September 18, 2008 through September 17, 2016 (the "Original Term") and the County desires to extend the term,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment Number 2, the parties agree as follows:

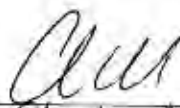
1. Amended Term. The Term of the Original Agreement shall be amended to add thirty-six (36) months, and may be further extended for two (2) additional twelve (12) month periods, so that the total possible term of the Agreement, as amended by this Amendment may be September 17, 2021 ("Amended Term"). The decision to extend this Agreement will be at the sole discretion of the Commissioner.
2. Full Force and Effect. All of the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Original Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

PARSONS BRINCKERHOFF, INC.

By:   
Name: Richard T. Fischer  
Title: Area Manager  
Date: 9/29/16

NASSAU COUNTY

By:   
Name: Charles Reboredo  
Title: Deputy County Executive  
Date: 7/4/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

COUNTY OF NY ) ss.:

On the <sup>4th</sup>~~29th~~ day of September in the year 2016 before me personally came Richard Fischer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Mercer, State of N.J.; that he or she is the Sr. V P of Parsons Brinckerhoff, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Idelsa Guillen  
NOTARY PUBLIC

IDELSA GUILLEN  
NOTARY PUBLIC, State of New York  
No. 01GU6289320  
Qualified in New York County  
Commission Expires September 23, 2017

STATE OF NEW YORK)

COUNTY OF NASSAU) ss.:

On the <sup>4th</sup>~~29th~~ day of April in the year <sup>2017</sup>~~2016~~ before me personally came Charles H. Hanch to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Francis X. Becker II  
NOTARY PUBLIC

FRANCIS X. BECKER II  
Notary Public, State of New York  
No. 01BE5073153  
Qualified in Nassau County  
Commission Expires February 18, ~~1999~~ 2019



Edward P. Mangano  
*County Executive*



Shila Shah-Gavnoudias  
*Commissioner*

Satish Sood  
*Deputy Commissioner*

Jeffrey H. Greenfield  
*Chair*

Marty Glennon  
*Vice-Chair*

Ronald J. Ellerbe  
Neal Lewis  
Donna Martini  
Mary A. McCaffery  
Robert A. Melillo  
Leonard Shapiro  
Eric J. Sussman

## Nassau County Department of Public Works Division of Planning

1194 Prospect Avenue  
Westbury, New York 11590-2923  
516-571-9600  
[www.nassaucountyny.gov](http://www.nassaucountyny.gov)

December 28, 2015

Mr. Daniel Baer  
Parsons Brinkerhoff, Inc.  
One Penn Plaza  
New York, NY 10119

Re: Contract Number: CFPW0800024 Contract Renewal #3

Dear Mr. Baer:

Pursuant to Section 1 of the above referenced Agreement the County hereby approves the renewal of the above referenced Agreement for a period of one (1) year, subject to the County's right of early termination as provided in the Agreement.

I have enclosed two original letters. Please countersign below to indicate your agreement, return one of the letters to me within thirty (30) days, and retain the other for your files.

Sincerely,

A blue ink signature of Rob Walker, written in a cursive style.

Rob Walker  
Chief Deputy County Executive

[Signatures continued on next page]

Copy to: Shila Shah-Gavnoudias, Commissioner, NCDPW  
Aryeh Lemberger, Unit Head, Traffic Engineering, NCDPW

Richard Fischer  
Parsons Brinckerhoff, Inc.  
Re: Contract Renewal #3  
December 28, 2015

Page 2

Agreed to by:

  
\_\_\_\_\_  
Richard Fischer  
Parsons Brinckerhoff, Inc.

Date: 1/19/16

STATE OF NY )  
COUNTY OF NY ) ss.:

On the 19<sup>th</sup> day of January in the year 2016 before me personally came  
Richard Fischer to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of Mercer; that he or she is the  
Sr. Vice President of Parsons Brinckerhoff, Inc. the corporation described herein  
and which executed the above instrument; and that he or she signed his or her name thereto by  
authority of the board of directors of said corporation.

  
\_\_\_\_\_  
NOTARY PUBLIC

IDELSA GUILLEN  
NOTARY PUBLIC, State of New York  
No. 01GU6289320  
Qualified in New York County  
Commission Expires September 23, 2017

Edward P. Mangano  
County Executive



Shila Shah-Gavnoudias  
Commissioner

Satish Sood  
Deputy Commissioner

## Nassau County Department of Public Works Division of Planning

1194 Prospect Avenue  
Westbury, New York 11590-2923  
516-571-9600  
[www.nassaucountyny.gov](http://www.nassaucountyny.gov)

Jeffrey H. Greenfield  
*Chair*

Marty Glennon  
*Vice-Chair*

Ronald J. Ellerbe  
Neal Lewis  
Donna Martini  
Mary A. McCaffery  
Robert A. Melillo  
Leonard Shapiro  
Eric J. Sussman

September 8, 2014

Mr. Daniel Baer  
Parsons Brinkerhoff, Inc.  
One Penn Plaza  
New York, NY 10119

Re: Contract Number: CFPW0800024 Contract Renewal #2

Dear Mr. Baer:

Pursuant to Section 1 of the above referenced Agreement the County hereby approves the renewal of the above referenced Agreement for a period of one (1) year, subject to the County's right of early termination as provided in the Agreement.

I have enclosed two original letters. Please countersign below to indicate your agreement, return one of the letters to me within thirty (30) days, and retain the other for your files.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rob Walker".

Rob Walker  
Chief Deputy County Executive

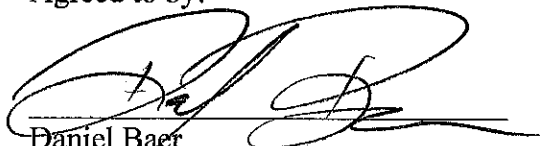
[Signatures continued on next page]

Copy to: Shila Shah-Gavnoudias, Commissioner, NCDPW  
Satish Sood, Deputy Commissioner, NCDPW  
Aryeh Lemberger, Unit Head, Traffic Engineering, NCDPW

Daniel Baer  
Parsons Brinckerhoff, Inc.  
Re: Contract Renewal #2  
September 8, 2014

Page 2

Agreed to by:



Daniel Baer  
Parsons Brinckerhoff, Inc.

Date: 9/16/14

STATE OF New York  
COUNTY OF New York )ss.:

On the 16<sup>th</sup> day of September in the year 2014 before me personally came Daniel Baer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Essex; that he or she is the Sr. Vice President of Parsons Brinckerhoff Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

GAIL A. PIZZIGATI  
Notary Public, State of New York  
No. 01PI6139305  
Qualified in Nassau County  
Commission Expires Jan. 3, 2018

Edward P. Mangano  
County Executive



Shila Shah-Gavnoudias  
Commissioner

Satish Sood  
Deputy Commissioner

## Nassau County Department of Public Works Division of Planning

1194 Prospect Avenue  
Westbury, New York 11590-2923  
516-571-9600  
[www.nassaucountyny.gov](http://www.nassaucountyny.gov)

Jeffrey H. Greenfield  
*Chair*

Marty Glennon  
*Vice-Chair*

Ronald J. Ellerbe  
Neal Lewis

Donna Martini  
Mary A. McCaffery  
Robert A. Melillo  
Leonard Shapiro  
Eric J. Sussman

August 15, 2013

Mr. Daniel Baer  
Parsons Brinkerhoff, Inc.  
One Penn Plaza  
New York, NY 10119

Re: Contract Number: CFPW0800024 Contract Renewal

Dear Mr. Baer:

Pursuant to Section 1 of the above referenced Agreement the County hereby approves the renewal of the above referenced Agreement for a period of one (1) year, subject to the County's right of early termination as provided in the Agreement.

I have enclosed two original letters. Please countersign below to indicate your agreement, return one of the letters to me within thirty (30) days, and retain the other for your files.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Walker".

Rob Walker  
Chief Deputy County Executive

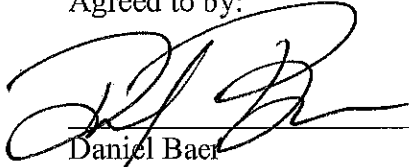
[Signatures continued on next page]

Copy to: Shila Shah-Gavnoudias, Commissioner, NCDPW  
Satish Sood, Deputy Commissioner, NCDPW  
Aryeh Lemberger, Unit Head, Traffic Engineering, NCDPW

Daniel Baer  
Parsons Brinckerhoff, Inc.  
Re: Contract Renewal #1  
August 15, 2013

Page 2

Agreed to by:



Daniel Baer  
Parsons Brinckerhoff, Inc.

Date: 8/27/13

STATE OF NY )  
 )ss.:  
COUNTY OF Kings )

On the 28 day of August in the year 2013 before me personally came Daniel Baer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New York; that he or she is the Senior Vice Pres of Parsons Brinckerhoff, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

HILARY SYLVESTER  
Notary Public, State of New York  
No. 01SY6263386  
Qualified in Kings County  
Commission Expires June 11, 2016



Contract ID#: CLPW08000024CLPW09000007  
Department: Planning**Contract Details** SERVICE: Nassau Hub Study Project Management & AA/EIS Procurement AssistanceNIFS ID #: CLPW09000007 NIFS Entry Date: \_\_\_\_\_ Term: from 11/1/2008 to Termination

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

**Agency Information**

Vendor	
Name PB Americas, Inc.	Vendor ID# 11-1531569 - 01
Address One Penn Plaza New York, NY 10119	Contact Person Michael J. Cuddy, P.E. Phone (212) 465-5743

County Department
Department Contact Robert Brickman
Address 100 County Seat Drive, Mineola NY, 11501
Phone (516)-571-5953

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
4/14/09	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) <input type="checkbox"/> Contractor Registered <input type="checkbox"/>	4/14/09	<i>Robert Brickman</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	4/20/09	<i>Robert Brickman</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/29/09	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	4/29/09	<i>G. Amato</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	4/30/09	<i>W. J. [Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	4/30/09	<i>W. J. [Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	4/30/09	<i>C. [Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	4/30/09	<i>W. J. [Signature]</i>	

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*[Faint, illegible text in the middle section of the page.]*

*[Faint, illegible text in the lower middle section of the page.]*

RECEIVED  
VERBODEN CLAIMS SECTION  
2009 MAY -1 AM 11:17  
TAMM COUNTY  
COMPTROLLER'S OFFICE



## Contract Summary

**Description:** Nassau Hub Study Project Management & AA/EIS Procurement Assistance Contract Amendment #1

**Purpose:** On September 18, 2008, Nassau County entered into a five (5) year contract with PB Americas, Inc. (the "Contractor") under which the contractor would provide administrative and management support to the County while the County is conducting an Alternatives Analysis (the "AA") leading to the selection of a Locally Preferred Alternative (the "LPA"), as required by the Federal Transit Administration (the "FTA") New Starts/Small Starts processes (49 U.S.C. Section 5309 Grant Program), and an Environmental Impact Statement (the "EIS"), as required by the National Environmental Policy Act ("NEPA") and New York State Department of Environmental Conservation Rules and Regulation 6 NYCRR Part 617 ("SEQRA") (the "Original Agreement"). On November 1, 2008, employees of PB Consult, Inc., an approved subcontractor under the Original Agreement, were transferred to the Contractor's employ. The Contractor now desires to perform all of the services that PB Consult, Inc. was to perform, as described on page numbers 129 through 132 of the Original Agreement. As such, page numbers 123 through 132 of Exhibit D in the Original Agreement, which depicts Parsons Brinckerhoff and Team's original cost proposal, the Contractor's original cost proposal and PB Consult, Inc.'s original cost proposal are being replaced with Replacement Page Numbers 123 through 132 attached to Amendment #1 as "First Amendment Exhibit 1".

**Method of Procurement:** The Contractor was selected through an open competitive Request for Proposals. The RFP was posted to the County web site, a "Notice to Bidders" was run in Newsday from March 20, 2008 through March 26, 2008 and an announcement was posted to the New York State Contract Reporter. A Bidders' Conference was held on April 4, 2008 and was attended by representatives from twelve (12) firms. A deadline of April 18, 2008 was established for submission of proposals. Two (2) teams of firms responded to the RFP led by PB Americas, Inc. and Urbitran Associates, Inc. An Evaluation Committee was formed to review and rank the proposals. Following federal Brooks Act procedures, the Evaluation Committee reviewed the proposals for technical proficiency, excluding cost as an evaluation factor. Upon completion of the evaluation process, PB Americas, Inc. was ranked the highest in terms of their technical proposal. The County next convened a negotiating committee consisting of members of the Planning Department, Department of Public Works and The County Attorney's Office to negotiate the cost and scope of services. The County was able to negotiate an acceptable scope and cost, which is reflected in this Contract for Services.

**Procurement History:** This contract was awarded via the Request for Proposal process, utilizing the Brooks Act method of evaluation and selection, as required by federal regulations. This is the first amendment to the original Agreement.

**Description of General Provisions:** Effective November 1, 2008, the Contractor's qualified personnel shall perform any and all of the Services designated to be performed by PB Consult, Inc. in the Original Agreement, as described on page numbers 129 through 132 of the Original Agreement.

**Impact on Funding / Price Analysis:** There is no net impact on the amount of compensation to the Contractor.

**Change in Contract from Prior Procurement:** Page numbers 123 through 132 of Exhibit D in the Original Agreement, which depicts Parsons Brinckerhoff and Team's original cost proposal, the Contractor's original cost proposal and PB Consult, Inc.'s original cost proposal are being replaced with Replacement Page Numbers 123 through 132 attached to Amendment #1 as "First Amendment Exhibit 1".

**Recommendation:** (approve as submitted) Approve Contract Amendment #1, as submitted.

## Advisement Information

BUDGET CODES	
Fund:	CAP
Proj:	91091
Dtl:	000
Object:	00002
Transaction:	CF

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

LINE	INDEX/OBJECT CODE	AMOUNT
①	PWCAPCAP109100000002	\$0.01
2		\$
3		\$
4		\$
5		\$
6	INSURANCE SECTION	\$
<b>TOTAL</b>		<b>\$0.01</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Aryeh Lemberger, Planner III

Date: 3/4/09

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <u>[Signature]</u>
Name <u>BN</u>	Name <u>ELPW09000007</u>	Date <u>7/11/09</u>
Date <u>5/6/09</u>	Date <u>[Signature]</u>	E #: <u>[Signature]</u> (For Office Use Only)

AMENDMENT NO. 1

This AMENDMENT Number 1, effective as of November 1, 2008 (the "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Planning Department, having its principal office at 100 County Seat Drive, Mineola, New York 11501, and (ii) PB Americas, Inc., a New York State Corporation, having its principal office at One Penn Plaza, New York, NY 10119 (the "Contractor").

## WITNESSETH:

WHEREAS, pursuant to County contract number CFPW08000024 between the County and the Contractor, executed on behalf of the County on September 18, 2008 and annexed hereto (the "Original Agreement"), the Contractor performs certain services for the County in connection with administrative and management support to the County while the County is conducting an Alternatives Analysis (the "AA") and an Environmental Impact Statement (the "EIS") pursuant to all applicable legal requirements, which services are more fully described in the Original Agreement ( the "Services");

WHEREAS, employees of PB Consult Inc., an approved subcontractor under the Original Agreement, were transferred to the Contractor's employ as of November 1, 2008; and

WHEREAS, the Contractor now desires to perform all of the services that PB Consult Inc. was to perform.

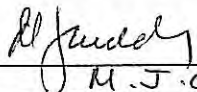
NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment Number 1, the parties agree as follows:

1. Purpose of Amendment. Effective as of November 1, 2008, the Contractor's qualified personnel shall perform any and all of the Services designated to be performed by PB Consult, Inc. in the Original Agreement, as described on page numbers 129 through 132 of the Original Agreement. As such, page numbers 123 through 132 of Exhibit D in the Original Agreement, which depicts Parsons Brinckerhoff and Team's original cost proposal, the Contractor's original cost proposal and PB Consult, Inc.'s original cost proposal are hereby replaced with the Replacement Page Numbers 123 through 132 attached hereto and incorporated herein as "First Amendment Exhibit 1".


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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

PB AMERICAS, INC.

By:   
Name: M.J. Cuddy  
Title: VICE PRESIDENT  
Date: 4/6/09

NASSAU COUNTY

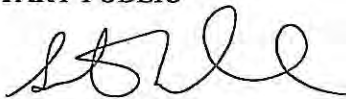
By:   
Name: Ian R. O'Neil  
Title: Deputy County Executive  
Date: 5/13/09

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)  
 ) ss.:  
COUNTY OF New York

On the 6<sup>th</sup> day of April in the year 2009 before me personally came Michael Cuddy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Union, State of New Jersey; that he or she is the Vice President of Parsons Brinckerhoff, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



**STEVE DORNELES**  
Notary Public, State of New York  
No. 01DO6132353  
Qualified in Westchester County  
Commission Expires Aug. 22, 2009

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

On the 13 day of May in the year 2009 before me personally came Sam Siegel to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

  
NOTARY PUBLIC

**JAMES G. COLLINS**  
Notary Public, State of New York  
No. 4331903  
Qualified in Nassau County  
Commission Expires Dec. 29, 2010



# FIRST AMENDMENT EXHIBIT 1

Nassau Hub Study: Project Management & AA/EIS Procurement Assistance										
Company:			Parsons Brinckhoff and Team							
Date:			8/15/2008							
Phase	Task	Name	Parsons Brinckhoff	PB Client Inc.	The Local Burger Group, Inc.	Harris Engineering	Succetti & Schiff, Inc.	SYSTRA	TOSCANO ELEMENTS TAVI/DR	Total
Total Cost including Overhead and Fee										
Phase I	Task 1	Review of Federal Background Materials	\$11,777	\$0	\$11,395	\$0	\$5,239	\$0	\$0	\$28,395
Phase I	Task 2	Recommendations for Environmental Impact Analysis	\$24,152	\$0	\$15,945	\$0	\$11,652	\$0	\$0	\$54,287
Phase I	Task 3	Identify Preliminary Needs	\$43,256	\$0	\$24,832	\$0	\$0	\$0	\$0	\$122,098
Phase I	Task 4	Identify FTA Project Components	\$10,079	\$0	\$0	\$0	\$0	\$0	\$0	\$10,079
Phase I	Task 5	Prepare Summary Memorandum	\$12,059	\$0	\$26,404	\$0	\$0	\$0	\$0	\$39,152
Phase I	Task 6	Project Development	\$23,767	\$0	\$0	\$0	\$0	\$0	\$0	\$23,767
Phase I	Task 7	Prepare Goals, Objectives, Technical SOW and Legal Conditions	\$73,481	\$0	\$15,715	\$0	\$0	\$16,315	\$0	\$105,511
Phase I	Task 8	Procurement Process Support	\$14,512	\$0	\$0	\$0	\$0	\$14,440	\$0	\$28,952
Phase II	Task 1	Review Draft Work Product and Client	\$16,635	\$0	\$7,340	\$0	\$0	\$0	\$0	\$23,975
Phase II	Task 2	Review Draft Work Product and Client	\$44,254	\$0	\$27,200	\$0	\$0	\$0	\$0	\$71,454
Phase II	Task 3	Finalized Technical Assistance and Support	\$15,054	\$0	\$27,544	\$0	\$0	\$0	\$0	\$42,598
Phase II	Task 4	Administrative Services and Regular Progress Reporting	\$29,107	\$0	\$11,229	\$0	\$0	\$0	\$0	\$40,336
Phase II	Task 5	Meetings and Reviews	\$10,057	\$0	\$11,344	\$0	\$11,764	\$0	\$0	\$33,165
Phase II	Task 6	Meetings and Reviews	\$13,145	\$0	\$10,135	\$0	\$11,302	\$0	\$0	\$34,582
Total			\$3,164,684	\$10,120	\$842,094	\$162,094	\$150,870	\$511,247	\$146,036	\$4,989,835



Nassau Trib Study, Project Management & AA/EIS Procurement Assistance

Company:	Parsons Brinckerhoff and Team
Date:	8/15/2008

Phase	Task	Name	Total Hours							
			Parsons Brinckerhoff	PB Outside Inc.	The Louis Berger Group, Inc.	Hiram Engineering	Sacconi & Schell, Inc.	SYSTMA	TOSCANO CLEMENTIS TAYLOR	Total
Phase I	Task 1	Review of Relevant Background Materials	134.0	0.0	92.0	0.0	44.0	0.0	0.0	268.0
Phase I	Task 2	Recommendation for Environmental Impact Analysis	134.0	0.0	120.0	0.0	88.0	0.0	0.0	344.0
Phase I	Task 3	Identify Regulatory Needs	40.0	46.5	160.0	0.0	0.0	0.0	0.0	607.5
Phase I	Task 4	Identify RTA Project Components	114.0	0.0	0.0	0.0	0.0	0.0	0.0	116.0
Phase I	Task 5	Prepare Summary Memorandum	134.0	0.0	134.0	0.0	0.0	0.0	0.0	290.0
Phase I	Task 6	Project Description	1,794.0	0.0	0.0	0.0	0.0	80.0	0.0	1,874.0
Phase I	Task 7	Prepare Goals Objectives, Technical ROW and Legal Guidelines	448.0	0.0	360.0	0.0	0.0	200.0	0.0	1,008.0
Phase I	Task 8	Procurement Process Support	212.0	0.0	0.0	0.0	0.0	150.0	0.0	412.0
Phase II	Task 1	Review Environmental Analysis of the Nassau Coliseum Property	34.0	0.0	304.0	0.0	276.0	0.0	0.0	868.0
Phase II	Task 2	Review Draft Wet Products and Claims	233.0	0.0	1,368.0	0.0	0.0	2,330.0	0.0	6,416.0
Phase II	Task 3	As Needed Technical Assistance and Support	3,600.0	0.0	2,792.0	1,324.0	744.0	3,967.0	942.0	14,550.0
Phase II	Task 4	Administrative Services and Logistics Program Reporting	269.0	0.0	60.0	0.0	0.0	0.0	0.0	2,700.0
Phase II	Task 5	Meetings and Events	4,964.0	0.0	640.0	0.0	84.0	0.0	0.0	5,688.0
Total			19,171.0	46.5	6,250.0	1,525.0	1,240.0	5,947.0	962.0	35,141.5

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

<i>Company:</i>	Parsons Brinckerhoff
<i>Date:</i>	8/15/2008
<i>Total Labor:</i>	\$1,121,310
<i>Overhead @ 153.40%:</i>	\$1,720,089
<i>Fee:</i>	\$284,140
<i>Direct Expenses:</i>	\$39,145
<i>Total Cost:</i>	\$3,164,684

Task	Enter Rates				
	Yr 1 Hourly Rate	Yr 2 Hourly Rate	Yr 3 Hourly Rate	Yr 4 Hourly Rate	Yr 5 Hourly Rate
PM/DPM	\$96.43	\$96.43	\$100.77	\$105.30	\$110.04
Supervising Planner/Engineer	\$67.83	\$67.83	\$70.88	\$74.07	\$77.41
Senior/Lead Planner/Engineer	\$43.82	\$43.82	\$45.79	\$47.85	\$50.01
Planner/Engineer	\$31.01	\$31.01	\$32.41	\$33.86	\$35.39
Technical Specialist	\$26.10	\$26.10	\$27.27	\$28.50	\$29.78
Support Staff	\$19.51	\$19.51	\$20.39	\$21.31	\$22.26
Principal Consultant 2	\$97.96	\$97.96	\$102.37	\$106.98	\$111.79
Consultant 1	\$49.92	\$49.92	\$52.17	\$54.51	\$56.97

Nassau Hub Study: Project Management & AA/EIS Procurement Assistance

Company:	Parsons Brinckerhoff
Date:	8/15/2008
Total DE:	\$39,145

Phase	Task	Name	List of Direct Expenses Items	Unit Description	# Units	Unit Cost	Total Cost
Phase I	Task 1	Review of Relevant Background Materials					\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase I	Task 2	Recommendation for Environmental Impact Analysis					\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase I	Task 3	Identify Regulatory Needs	Airfare	Cost per Trip	1	\$800.00	\$800.00
			Airfare	Cost per Trip	1	\$350.00	\$350.00
			Lodging	Cost per Night	4	\$250.00	\$1,000.00
			Meals	Cost per Day	6	\$65.00	\$390.00
			Other Miscellaneous	Subway, Taxi, FedEx, etc.	1	\$250.00	\$250.00
			Total Direct Expenses				\$2,790.00
Phase I	Task 4	Identify FTA Project Comparables					\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase I	Task 5	Prepare Summary Memorandum					\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase I	Task 6	Project Development					\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase I	Task 7	Prepare Goals, Objectives, Technical SOW and Legal Guidelines	Airfare	Cost per Trip	1	\$800.00	\$800.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$800.00
Phase I	Task 8	Procurement Process Support					\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase II	Task 1	Review Environmental Analysis of the Nassau Coliseum Property					\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase II	Task 2	Review Draft Work Products and Claims					\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase II	Task 3	As-Needed Technical Assistance and Support	Travel	Train to/from meeting site	25	\$15.00	\$375.00
			Car Rental	Travel to/from project site	30	\$100.00	\$3,000.00
			Airfare	Travel to/from NYC	13	\$350.00	\$4,550.00
			Airfare	Cost per Trip	5	\$800.00	\$4,000.00
			Lodging	Cost per Night	10	\$250.00	\$2,500.00
			Meals	Cost per Day	10	\$65.00	\$650.00
			Miscellaneous Project Supplies		100	\$50.00	\$5,000.00
			Other Miscellaneous	Subway, Taxi, FedEx, etc.	1	\$380.00	\$380.00
			Total Direct Expenses				\$15,555.00
			Project Web Site	Annual Fee	5	\$420.00	\$2,100.00
Phase II	Task 4	Administrative Services and Regular Progress Reporting	Miscellaneous	Reproduction, Fed Exp, etc.	1	\$2,000.00	\$2,000.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$4,100.00
Phase II	Task 5	Meetings and Events	Travel	Train to/from meeting site	240	\$15.00	\$3,600.00
			Car Rental	Travel to/from Events	60	\$100.00	\$6,000.00
			Airfare	Cost per Trip	5	\$350.00	\$1,750.00
			Lodging	Cost per Night	5	\$250.00	\$1,250.00
			Total Direct Expenses				\$12,600.00

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	Parsons Brinckerhoff
Date:	8/15/2008

Phase	Task	Name	Hours	Supervising Planner/Engineer	Senior/Lead Planner/Engineer	Teamer/Engineer	Technical Specialist	Support Staff	Principal Coordinator 2	Teamment 1	Total Hours
Phase I	Task 1	Review of Nassau Budget and Merit	8.0	0.0	16.0	40.0	40.0	24.0	0.0	0.0	128.0
Phase I	Task 2	Recommendation for Environmental Impact Analysis	48.0	40.0	0.0	16.0	0.0	32.0	0.0	0.0	136.0
Phase I	Task 3	Identify Regulatory Needs	64.0	48.0	0.0	0.0	0.0	40.0	132.0	0.0	401.0
Phase I	Task 4	Identify FTA Project Components	6.0	4.0	0.0	40.0	40.0	24.0	0.0	0.0	136.0
Phase I	Task 5	Prepare Summary Memorandum	6.0	0.0	6.0	60.0	2.0	16.0	0.0	0.0	136.0
Phase I	Task 6	Project Development	56.0	56.0	62.0	48.0	80.0	0.0	72.0	0.0	418.0
Phase I	Task 7	Prepare Goals, Objectives, Technical SOI and Legal Guidelines	72.0	112.0	40.0	80.0	3.0	32.0	0.0	0.0	232.0
Phase I	Task 8	Procurement Process Support	40.0	80.0	0.0	0.0	0.0	0.0	0.0	0.0	80.0
Phase II	Task 1	Review Environmental Analysis of the Nassau Citizens Project	32.0	16.0	40.0	0.0	0.0	0.0	40.0	36.0	232.0
Phase II	Task 2	Review Draft Work Product and Claims	72.0	812.0	504.0	504.0	40.0	20.0	340.0	310.0	3,560.0
Phase II	Task 3	Assess Technical Analysis and Support	240.0	0.0	0.0	800.0	800.0	400.0	0.0	0.0	2,610.0
Phase II	Task 4	Administrative Services and Regular Progress Reporting	216.0	804.0	1,408.0	0.0	600.0	0.0	0.0	0.0	4,196.0
Phase II	Task 5	Meetings and Bureau	3928.0	3162.0	2968.0	3336.0	3128.0	768.0	1009.0	872.0	19,171.0
Total											

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	Parsons Brinckerhoff
Date:	8/15/2008
Total Labor:	\$1,121,310
Overhead:	\$1,720,089
Fee:	\$284,140
Direct Expenses:	\$39,145
Total Cost:	\$3,164,684

Phase	Task	Name	PM/PPM	Supervising Planner/Engineer	Senior/Lead Planner/Engineer	Planner/Engineer	Technical Specialist	Support Staff	Principal Consultant 2	Consultant 1	Total Labor Cost
Phase I	Task 1	Review of Nassau Backyard Memoirs	\$3,771	\$0	\$201	\$1,210	\$1,014	\$466	\$0	\$0	\$1,225
Phase I	Task 2	Identification for Environmental Impact Analysis	\$4,771	\$2,763	\$0	\$0	\$0	\$666	\$0	\$0	\$5,676
Phase I	Task 3	Identify Regulatory Needs	\$6,439	\$4,397	\$0	\$0	\$0	\$669	\$13,597	\$1,636	\$29,553
Phase I	Task 4	Identify EIS Project Components	\$771	\$271	\$0	\$1,240	\$1,044	\$488	\$0	\$0	\$3,793
Phase I	Task 5	Prepare Summary Memorandum	\$771	\$0	\$331	\$4,481	\$626	\$312	\$0	\$0	\$4,541
Phase I	Task 6	Project Development	\$3,613	\$38,847	\$3,526	\$1,240	\$27,542	\$0	\$7,108	\$0	\$53,566
Phase I	Task 7	Prepare Draft, Objective, Technical EOW and Legal Guidelines	\$7,683	\$7,607	\$1,733	\$2,181	\$457	\$0	\$3,595	\$4,793	\$25,315
Phase I	Task 8	Procurement Process Support	\$1,237	\$3,426	\$0	\$2,481	\$0	\$624	\$0	\$0	\$12,339
Phase II	Task 1	Prepare Environmental Analysis of the Nassau Cultural Property	\$1,120	\$1,063	\$1,769	\$0	\$0	\$0	\$0	\$0	\$5,974
Phase II	Task 2	Prepare Draft Wet Ponds and Ocean	\$19,822	\$4,916	\$3,434	\$18,401	\$0	\$0	\$41,354	\$18,616	\$159,383
Phase II	Task 3	As Needed Technical Assistance and Support	\$102,031	\$72,119	\$11,079	\$18,950	\$11,024	\$1,419	\$34,296	\$17,477	\$328,252
Phase II	Task 4	Administrative Services and Regular Program Reporting	\$34,431	\$0	\$0	\$32,735	\$27,542	\$8,238	\$0	\$0	\$92,957
Phase II	Task 5	Meetings and Events	\$319,578	\$17,079	\$64,781	\$0	\$16,331	\$0	\$0	\$0	\$358,950
Total			\$399,383	\$226,489	\$138,202	\$108,676	\$85,997	\$15,685	\$102,241	\$44,724	\$1,121,310

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

<b>Company:</b>	<b>PB Consult Inc.</b>
<b>Date:</b>	<b>8/15/2008</b>
<b>Total Labor</b>	<b>\$10,120</b>
<b>Overhead*:</b>	<b>\$0</b>
<b>Fee*:</b>	<b>\$0</b>
<b>Direct Expenses:</b>	<b>\$0</b>
<b>Total Cost:</b>	<b>\$10,120</b>

Task	Enter Rates				
	Yr 1 Hourly Rate	Yr 2 Hourly Rate	Yr 3 Hourly Rate	Yr 4 Hourly Rate	Yr 5 Hourly Rate
Principal Consultant	\$310.00	\$310.00	\$310.00	\$310.00	\$310.00
Consultant 1	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
Consultant 2	\$165.00	\$165.00	\$165.00	\$165.00	\$165.00

\* - PB Consult uses commercial rates

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	FB Consult Inc.
Date:	3/15/2008
Total DE:	\$0

Phase	Task	Name	Direct Expenses				Total Cost
			List of Direct Expenses Items	Unit Description	# Units	Unit Cost	
Phase I	Task 1	Review of Tolovoz Background Materials					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase I	Task 2	Recommendation for Environmental Impact Analysis					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase I	Task 3	Identify Regulatory Needs					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase I	Task 4	Identify VTA Project Components					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase I	Task 5	Prepare Summary Memorandum					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase I	Task 6	Project Development					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase I	Task 7	Prepare Goals, Objectives, Technical EIS and Legal Guidelines					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase I	Task 8	Procurement Process Support					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase II	Task 1	Review Environmental Analysis of the Nassau Coliseum Property					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase II	Task 2	Review Draft Work Program and Charter					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase II	Task 3	As Needed Technical Assistance and Support					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase II	Task 4	Administrative Services and Regular Progress Reporting					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00
Phase II	Task 5	Meetings and Reviews					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
			Total Direct Expenses				\$0.00



Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	PB Consult Inc.
Date:	8/15/2008

Phase	Task	Name	Principal Consultant	Consultant 1	Consultant 2	Total Hours
			Hours	Hours	Total	
Phase I	Task 1	Review of Relevant Background Materials	0.0	0.0	0.0	0.0
Phase I	Task 2	Recommendation for Environmental Impact Analysis	0.0	0.0	0.0	0.0
Phase I	Task 3	Identify Regulatory Needs	13.0	12.5	21.0	46.5
Phase I	Task 4	Identify RTA Project Comparables	0.0	0.0	0.0	0.0
Phase I	Task 5	Prepare Summary Memorandum	0.0	0.0	0.0	0.0
Phase I	Task 6	Project Development	0.0	0.0	0.0	0.0
Phase I	Task 7	Prepare Goals, Objectives, Technical SOV and Legal Guidelines	0.0	0.0	0.0	0.0
Phase I	Task 8	Procurement Process Support	0.0	0.0	0.0	0.0
Phase II	Task 1	Review Environmental Analysis of the Nassau Coliseum Property	0.0	0.0	0.0	0.0
Phase II	Task 2	Review Draft Work Products and Claims	0.0	0.0	0.0	0.0
Phase II	Task 3	As Needed Technical Assistance and Support	0.0	0.0	0.0	0.0
Phase II	Task 4	Administrative Services and Regular Progress Reporting	0.0	0.0	0.0	0.0
Phase II	Task 5	Meetings and Events	0.0	0.0	0.0	0.0
Total			13.0	12.5	21.0	46.5

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	PR Consulting Inc.
Date:	8/15/2008

Phase	Task	Name	N/A		N/A		N/A		Manpower Cost/Person	Consistent 1 Labor Cost	Consistent 2 Total	N/A Total	Total Labor Cost
			Labor Cost	Labor Cost	Labor Cost	Labor Cost	Labor Cost	Labor Cost					
Phase 1	Task 1	Review of Baseline Background Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1	Task 2	Recommendation for Environmental Impact Analysis	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1	Task 3	Identify Regulatory Needs	\$0	\$0	\$0	\$0	\$4,000	\$2,625	\$3,465	\$0	\$0	\$0	\$10,120
Phase 1	Task 4	Identify FTA Project Components	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1	Task 5	Prepare Summary Memorandum	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1	Task 6	Project Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1	Task 7	Prepare Goals, Objectives, Technical/ROW and Legal Guidelines	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1	Task 8	Prepare Baseline Project Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1	Task 9	Review Environmental Analysis of the Nassau Coliseum Property	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1	Task 10	Review Draft Work Products and Claims	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1	Task 11	As-Needed Technical Assistance and Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1	Task 12	Administrative Services and Regular Progress Reporting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1	Task 13	Meeting and Events	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total			\$0	\$0	\$0	\$0	\$4,030	\$2,625	\$3,465	\$0	\$0	\$0	\$10,120

Thomas R. Suozzi  
*County Executive*



Patrick G. Duggan  
*Deputy County Executive*

Patricia Bourne, AICP  
*Executive Commissioner*

Jackie L. Gross, Esq.  
*Deputy County Attorney*

## Nassau County Planning Commission

100 County Seat Drive  
Mineola, New York 11501-4841  
Main Office: 516.571.5847  
Fax: 516.571.3839  
[www.nassaucountyny.gov](http://www.nassaucountyny.gov)

Jeffrey H. Greenfield  
*Chair*

Michael Bellissimo  
*First Vice-Chair*  
Neal Lewis  
*Second Vice-Chair*

Philip Como  
Clara Gillens-Eromosele  
Omar Jorge  
Mary A. McCaffery  
Leonard Shapiro

March 17, 2009

Michael J. Cuddy, Vice President  
PB Americas, Inc.  
One Penn Plaza  
New York, NY 10119

Re: Contract Number: CFPW08000024 – Approval of Subcontractor Change

Dear Mr. Cuddy:

Nassau County (the "County") has received PB America, Inc.'s formal request for the County's approval of subcontractor change, dated December 19, 2008 (incorporated herein by reference and on file with the Department). Pursuant to Section 14(G)(iv) of Contract Number: CFPW08000024, the County hereby approves PB America, Inc.'s qualified personnel to perform the work previously designated to be performed by PB Consult, Inc, subject to an approved contract amendment and change order reflecting this change. Drafts of these documents will be provided to you shortly.

I have enclosed two original letters. Please countersign below to indicate your agreement to all of the terms and conditions of this Approval of Subcontractor Change, have your signature notarized, return one of the letters to Aryeh Lemberger at the address noted on this letterhead within thirty (30) days, and retain the other for your files.

Sincerely,

A handwritten signature in black ink, appearing to be "P. G. Duggan", is written over the word "Sincerely," and the printed name "Patrick G. Duggan".

Patrick G. Duggan  
Deputy County Executive

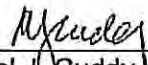
Copy to: Daniel J. Baer, PB Americas, Inc.  
Judith H. Versenyl, PB Americas, Inc.  
Patricia Bourne, Nassau County  
Robert Brickman, Nassau County  
Jackie Gross, Nassau County  
Aryeh Lemberger, Nassau County

[Signatures continued on next page]

Michael Cuddy, Vice-President  
PB Americas, Inc.  
Re: Approval of Subcontractor Change  
March 17, 2009

Page 2

Agreed to by:

  
\_\_\_\_\_  
Michael J. Cuddy  
Vice President  
PB Americas, Inc.

Date: 4/6/09

STATE OF New York )  
COUNTY OF New York ) ss.:

On the 6<sup>th</sup> day of April in the year 2009 before me personally came Michael Cuddy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Union, NJ; that he or she is the Vice President of Parsons Brinckerhoff, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
\_\_\_\_\_  
NOTARY PUBLIC

STEVE DORNELES  
Notary Public, State of New York  
No. 01DO6132353  
Qualified in Westchester County  
Commission Expires Aug. 22, 2009

Thomas R. Suozzi  
County Executive

Patrick G. Duggan  
Deputy County Executive

Patricia Bourne, AICP  
Executive Commissioner

Jackie L. Gross, Esq.  
Deputy County Attorney



## Nassau County Planning Commission

100 County Seat Drive  
Mineola, New York 11501-4841  
Main Office: 516.571.5847  
Fax: 516.571.3839  
[www.nassaucountyny.gov](http://www.nassaucountyny.gov)

Copy of Change Order #1  
Jeffrey H. Greenfield  
Chair

Michael Bellissimo  
First Vice-Chair  
Neal Lewis  
Second Vice-Chair

Philip Como  
Clara Gillens-Eromosele  
Omar Jorge  
Mary A. McCaffery  
Leonard Shapiro

March 30, 2009

Michael J. Cuddy, Vice President  
PB Americas, Inc.  
One Penn Plaza  
New York, NY 10119

Re: Contract Number: CFPW08000024 Change Order Number 1:

Dear Mr. Cuddy:

This Change Order ("CO") is being issued by the Nassau County Planning Department (the "Department") pursuant to the requirements of Section 2(B) of the Contract Number CFPW08000024 (the "Agreement") between Nassau County and PB Americas, Inc. (the "Contractor") dated September 18, 2008 (hereinafter, the "Agreement").

1. Term. This CO is effective as of November 1, 2008.
2. Purpose of Change Order. In a letter dated December 19, 2008, the Contractor notified the County that on November 1, 2008, employees of PB Consult, Inc., an approved subcontractor under the Agreement, were transferred to the Contractor's employ. The Contractor now desires to perform all of the services that PB Consult, Inc. was to perform. In order to reflect this transfer, this CO includes the following provisions, which result in no net increase to the maximum amount or term of the Agreement. This CO shall amend Section 3: Payment of the Agreement, pursuant to the requirements of Section 3(C) of the Agreement, as described below:
  - (A) Paragraph 3(A)(iii): Planning Assistance (Category A), Task Three – The revised amount to be paid under this paragraph shall be up to a maximum of One Hundred Twelve Thousand Nine Dollars (\$112,009.00) for direct labor and overhead.
  - (B) Paragraph 3(A)(v)(b): Planning Assistance (Category A), Task Five – The revised total fixed fee to be paid under Paragraph 3(A)(v)(b)(1),(2),(3) shall not exceed Twenty-Two Thousand Two Hundred Twenty-Seven Dollars (\$22,227.00).

- (C) Paragraph 3(A)(v)(b)(1): Planning Assistance (Category A), Task Five – The revised fixed fee to be paid under this paragraph shall be Fifteen Thousand Seven Hundred Seventy-Three Dollars (\$15,773.00).
- (D) Paragraph 3(A)(vi)(a): Planning Assistance (Category A), Task Six – The revised amount to be paid under this paragraph shall be up to a maximum of Two Hundred Eighteen Thousand Four Hundred Fifty Dollars (\$218,450.00) for direct labor and overhead.
- (E) Paragraph 3(A)(vi)(b): Planning Assistance (Category A), Task Six – The revised total fixed fee to be paid under Paragraph 3(A)(vi)(b)(1),(2) shall not exceed Twenty-One Thousand Eight Hundred Forty-Three Dollars (\$21,843.00).
- (F) Paragraph 3(A)(vi)(b)(1): Planning Assistance (Category A), Task Six – The revised fixed fee to be paid under this paragraph shall be Sixteen Thousand Eight Hundred Thirty-Two Dollars and Forty-Eight Cents (\$16,832.48).
- (G) Paragraph 3(A)(vii)(a): Planning Assistance (Category A), Task Seven – The revised amount to be paid under this paragraph shall be up to a maximum of One Hundred Thirty-One Thousand Three Hundred Seventy-Four Dollars (\$131,374.00) for direct labor and overhead.
- (H) Paragraph 3(A)(vii)(b): Planning Assistance (Category A), Task Seven – The revised fixed fee to be paid under this paragraph shall be Thirteen Thousand One Hundred Thirty-Eight Dollars (\$13,138.00).
- (I) Paragraph 3(A)(x)(a): Technical Assistance and Support (Category B), Task Two – The revised amount to be paid under this paragraph shall be up to a maximum of Seven Hundred Eighty-Three Thousand Thirty-Eight Dollars (\$783,038.00) for direct labor and overhead.
- (J) Paragraph 3(A)(x)(<sup>5/8(b)</sup>a): Technical Assistance and Support (Category B), Task Two – The revised amount to be paid under this paragraph shall be up to a maximum of Seventy-Eight Thousand Three Hundred Seven Dollars (\$78,307.00) for fixed fee.
- (K) Paragraph 3(A)(xi)(a): Technical Assistance and Support (Category B), Task Three – The revised amount to be paid under this paragraph shall be up to a maximum of One Million Six Hundred Ninety-One Thousand Four Hundred Sixty-Eight Dollars (\$1,691,468.00) for direct labor and overhead.
- (L) Paragraph 3(A)(xi)(b): Technical Assistance and Support (Category B), Task Three – The revised amount to be paid under this paragraph shall be up to a maximum of One Hundred Sixty-Nine Thousand One Hundred Fifty Dollars (\$169,150.00) for fixed fee.



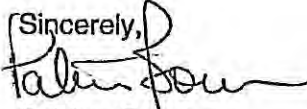
Michael Cuddy, Vice-President  
PB Americas, Inc.  
Re: Change Order Number 1  
March 30, 2009

Page 3

(M) Paragraph 3(A)(xiv): Direct Expenses – The revised amount to be paid under this paragraph shall be up to a maximum of Fifty-Six Thousand Nine Hundred Fifty-Three Dollars (\$56,953.00)

Except for the provisions explicitly modified herein, all of the terms and conditions of the Agreement and any amendments thereto, shall remain in full force and effect and govern the relationship of the parties during the term of the Agreement.

I have enclosed two original letters. Please countersign below to indicate your agreement to all of the terms and conditions of this Task Order, have your signature notarized, return one of the letters to me within thirty (30) days, and retain the other for your files.

Sincerely,  
  
Patricia Bourne  
Executive Commissioner

Enclosures

Copy to: Daniel J. Baer, PB Americas, Inc.  
Judith H. Versenyi, PB Americas, Inc.  
Patricia Bourne, Nassau County  
Robert Brickman, Nassau County  
Jackie Gross, Nassau County  
Aryeh Lemberger, Nassau County

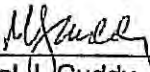
[Signatures continued on next page]



Michael Cuddy, Vice-President  
PB Americas, Inc.  
Re: Change Order Number 1  
March 30, 2009

Page 4

Agreed to by:

  
\_\_\_\_\_  
Michael J. Cuddy  
Vice President  
PB Americas, Inc.

Date: 4/6/09

STATE OF New York )  
 )ss.:  
COUNTY OF New York )

On the 6<sup>th</sup> day of April in the year 2009 before me personally came Michael Cuddy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Union, NJ; that he or she is the Vice President of Parsons Brinckerhoff, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
\_\_\_\_\_  
NOTARY PUBLIC

**STEVE DORNELES**  
Notary Public, State of New York  
No. 01D06132353  
Qualified in Westchester County  
Commission Expires Aug. 22, 2009

Contract ID#: CFPW08000024Department: Planning**E-140-08****CFPW08000024****Contract Details** SERVICE Nassau Hub Study Project Management & AA/EIS Procurement AssistanceNIFS ID #: SCFPW08000024NIFS Entry Date: 8/20/08 Term: from Effective Date to 5 Years Thereafter

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

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name PB Americas, Inc.	Vendor ID# 11-1531569 - 01
Address One Penn Plaza New York, NY 10119	Contact Person Michael J. Cuddy, P.E.  Phone (212) 465-5743

County Department
Department Contact Robert Brickman
Address 100 County Seat Drive Mineola, NY 11501
Phone (516)-571-5953

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
8/19/08	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	8/19/08	[Signature]	
	OMB	NIFS Approval (Contractor Registered)	8/20/08	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification	8/20/08	[Signature]	
8/19/08	County Attorney	CA Approval as to form	8/19/08	[Signature]	
8/20/08	Legislative Affairs	Fw'd Original Contract to CA	8/20/08	[Signature]	
	County Attorney	NIFS Approval	9/1/08	[Signature]	
	Comptroller	NIFS Approval	9/1/08	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.		[Signature]	

Contract ID#: CFPW08000024Department: Planning

## Contract Summary

<b>Description:</b> Nassau Hub Study Project Management & AA/EIS Procurement Assistance
<b>Purpose:</b> The selected contractor shall provide administrative and management support to the County while the County is conducting an Alternatives Analysis (the "AA") leading to the selection of a Locally Preferred Alternative (the "LPA"), as required by the Federal Transit Administration (the "FTA") New Starts/Small Starts processes (49 U.S.C. Section 5309 Grant Program), and an Environmental Impact Statement (the "EIS"), as required by the National Environmental Policy Act ("NEPA") and New York State Department of Environmental Conservation Rules and Regulation 6 NYCRR Part 617 ("SEQRA").
<b>Method of Procurement:</b> The contractor was selected through an open competitive Request for Proposals. The RFP was posted to the County web site, a "Notice to Bidders" was run in Newsday from March 20, 2008 through March 26, 2008 and an announcement was posted to the New York State Contract Reporter. A Bidders' Conference was held on April 4, 2008 and was attended by representatives from twelve (12) firms. A deadline of April 18, 2008 was established for submission of proposals. Two (2) teams of firms responded to the RFP led by PB Americas, Inc. and Urbitran Associates, Inc. An Evaluation Committee was formed to review and rank the proposals. Following federal Brooks Act procedures, the Evaluation Committee reviewed the proposals for technical proficiency, excluding cost as an evaluation factor. Upon completion of the evaluation process, PB Americas, Inc. was ranked the highest in terms of their technical proposal. The County next convened a negotiating committee consisting of members of the Planning Department, Department of Public Works and The County Attorney's Office to negotiate the cost and scope of services. The County was able to negotiate an acceptable scope and cost, which is reflected in this Contract for Services.
<b>Procurement History:</b> This contract was awarded via the Request for Proposal process, utilizing the Brooks Act method of evaluation and selection, as required by federal regulations.
<b>Description of General Provisions:</b> The term of the contract is for five (5) years from the Effective Date, with the option to renew for an additional three (3) one (1) year periods. The contractor will be required to provide planning assistance, technical assistance and support, administrative services related to the scope of services, regular progress reporting and meetings and events to support the County while the County is conducting an AA and EIS. The cost of these services will not exceed Four Million Nine Hundred Eighty-Nine Thousand Eight Hundred Thirty-Four dollars (\$4,989,834).
<b>Impact on Funding / Price Analysis:</b> Funding for this contract will be provided by a combination of sources. Based on the negotiated cost cap of this contract and the scope of services, the initial estimate indicated that 75% of the cost will be solely for the AA/EIS effort with funding as follows: <ul style="list-style-type: none"> <li>&gt; Federal Transit Administration (FTA) – 80% (of \$3.8M), of which about \$2.6 million has already been approved by the FTA with the balance to be approved by the end of the current federal fiscal year (September 30, 2008)</li> <li>&gt; New York State (DOT) – 10% (of \$3.8M)</li> <li>&gt; Nassau County Capital Program (Project #91091) – 10% of (\$3.8M)</li> </ul> Up to 25% of the cost for County directed work under this contract (\$1.2M) will be funded solely from the Nassau County Capital Program funds (Project #91091, #92026 & #92029).
<b>Change in Contract from Prior Procurement:</b> This is the first procurement for this project.
<b>Recommendation:</b> Approve the contract with PB Americas, Inc., as submitted.

## Advisement Information

BUDGET CODES	
Fund:	CAP
Center:	91091
Resp:	DTL 000
Object:	00002
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$2,993,909
State	\$374,229
Capital	\$1,621,696
Other	\$
<b>TOTAL</b>	<b>\$4,989,834</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP910910000002	\$4,989,834
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$4,989,834</b>

BOND PAID	
% Increase	
% Decrease	

Document Prepared By: Robert Brickman, Deputy Commissioner of Transportation  
Planning

Date: 8/19/08

Notarization	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>Jan K. Stang</u>
Name: <u>BM</u>	Name: <u>CFPW08000024</u>	Date: <u>9/1/08</u>
Date: <u>9/16/08</u>	Date: <u>[Signature]</u>	E #: <u>[Signature]</u>

E 180-08

RULES RESOLUTION NO. 219 2008

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PLANNING AND PB AMERICAS, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on SEP 03 2008  
VOTING:  
yes 5 nays 4 abstained 0 recused 0  
Legislators present: 9

WHEREAS, the County has negotiated a personal services agreement with PB Americas, Inc. for administrative and project management support, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with PB Americas, Inc.

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the last signature below (the "Effective Date"), (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement" or "Contract"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Planning Department having its principal office at 100 County Seat Drive, Mineola, NY 11501 (the "Department") and (ii) PB Americas, Inc., a New York State Corporation, having its principal office at One Penn Plaza, New York, NY 10119 (the "Contractor").

### WITNESSETH:

WHEREAS, the Nassau County Hub (the "Hub") is defined as the central portion of Nassau County which is generally bound by the Long Island Rail Road's Port Jefferson Branch to the north, Hempstead Turnpike to the south, Rockaway Avenue/Cathedral Avenue to the west and Eisenhower Park to the east;

WHEREAS, in 2006 the County completed a Major Investment Study (the "MIS") of mass transportation alternatives to serve the Hub;

WHEREAS, the County released Request for Proposals number PL0318-0809 on March 20, 2008 and amendments (the "RFP"), to obtain a Project Management Contractor (the "PMC") to effectively coordinate the Alternatives Analysis/Environmental Impact Statement ("AA/EIS") (incorporated herein by reference and on file with the Department);

WHEREAS, on April 18, 2008, the Contractor submitted a technical proposal (incorporated herein by reference and on file with the Department);

WHEREAS, on April 18, 2008 the Contractor submitted a cost proposal, and subsequently revised its cost proposal on August 15, 2008 (incorporated herein by reference and on file with the Department, and annexed hereto as Exhibit "D");

WHEREAS, pursuant to the Brooks Act procedures, 40 U.S.C. §1102, the County utilized a qualifications-based competitive proposal procedure to select the Contractor;

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

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

1. Term. This Agreement shall commence on the Effective Date, and terminate five (5) years thereafter. This Agreement may be renewed for up to an additional three (3) one (1) year periods, for a possible total term of eight (8) years, subject to the County's right of early termination as provided in this Agreement. The decision to renew this Agreement will be at the sole discretion of the County.

2. Services. (A) The Contractor shall provide administrative and management support to the County while the County is conducting an Alternatives Analysis (the "AA") leading to the selection of a Locally Preferred Alternative (the "LPA"), as required by the Federal Transit Administration (the "FTA") New Starts/Small Starts processes (49 U.S.C. Section 5309 Grant Program), and an Environmental Impact Statement (the "EIS"), as required by the National Environmental Policy Act ("NEPA") and New York State Department of Environmental Conservation Rules and Regulation 6 NYCRR Part 617 ("SEQRA"), which services are more fully described in the Scope of Services, annexed hereto and made a part hereof as Exhibit "C" (hereinafter, the "Services"), as well as the Contractor's proposal (incorporated herein by reference and on file with the Department).

The Contractor is not authorized to perform any Tasks under Technical Assistance and Support ("Category B") unless the County issues a Task Order to the Contractor in writing signed by both parties. Every Task Order shall be preceded by the issuance of a Statement of Work ("SOW") either to the Contractor by the County detailing the work desired of the Contractor under one of the Tasks in Category B, or by the Contractor to the County should the Contractor identify a need related to the Tasks in Category B of which the County is unaware. In either event, the Contractor shall submit to the County, for each SOW, a detailed work scope, schedule and cost estimate, including direct labor, overhead, reimbursable expenses and fixed fee. All such proposed cost estimate details shall not exceed any ceiling prices specified in the relevant payment sections below. After the parties execute a written Task Order, the Contractor may begin performance of the approved Task. The County shall have no liability for any work performed under Category B that was not specifically authorized by a Task Order, or where the Contractor's costs are for amounts that exceed the maximum amount authorized by this Agreement. This understanding shall be deemed to be incorporated into each approved and executed Task Order and therefore the terms and conditions contained herein shall govern the relationship of the parties during the term of any Task Order. Each fully executed Task Order shall be deemed incorporated in this Agreement and subject to the terms and conditions of this Agreement.

(B) Change Order.

(i) General. No modification or amendment or other change to this Agreement shall be binding on either party unless set forth in writing and signed by both the authorized representative of the County and the authorized representative of the Contractor ("Change Order").

(ii) Change Order Requirement. A Change Order shall be required to authorize the amendment of the Agreement in either Scope and/or Dollar value, or to expand or reduce the original scope of this Agreement's Services. A Change Order Request can be initiated by the Contractor or the Department, but a Change Order Approval shall only be initiated by the Department.

(iii) Contents of Change Order Requests. A separate Change Order Request must be completed for each requested change. The Change Order submitted must clearly state the scope of work requested, the reason for the Change Order, the responsible parties that will perform the work, a dollar amount of the costs of this request and net agreement impact, and the appropriate approval signatures.

The Change Order Request must also specify any changes to the completion deadlines specified in this Agreement.

(iv) Change Order Procedure. The Department's Executive Commissioner shall be responsible for processing and approving all Change Order Requests. The time frame for review and designation of the Change Order Request as either accepted or rejected shall not exceed ten (10) business days for either the County or the Contractor. The Contractor shall be responsible for including all pricing and schedule impact information in every Change Order Request.

(v) Legislative Approval. Any Change Order Request that either: (a) increases the total Maximum Amount payable under the Agreement or exceeds the Transfer Amount limit under Paragraph 3(C) "Budget"; or (b) that materially extends the duration of the Agreement shall be subject to approval by the Nassau County Legislature.

(C) For the purposes of this Agreement, "Task" shall be defined as a unit of the Services. "Task Order" shall be defined as written instructions to the Contractor authorizing the Contractor to perform certain work delineated therein.

(D) For the purposes of this Agreement, "Section" refers to the entire section. "Subsection" refers to a sub-provision within a Section. "Paragraph" refers to a paragraph within a Subsection.

3. Payment. (A). Amount of Consideration. The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, inclusive of direct labor, overhead, reimbursable expenses and fixed fee for profit, shall be **Four Million Nine Hundred Eighty-Nine Thousand Eight Hundred Thirty-Four Dollars (\$4,989,834)**, and is payable as follows, with reference to such categories and Tasks, where applicable, contained in the Scope of Services (Exhibit "C"), all payable upon submission of claim Vouchers and other documentation by the Contractor in accordance with this Agreement and applicable County and federal policies and requirements:

(i) Planning Assistance ("Category A"), Task One.

Up to **twenty-five thousand eight hundred twelve dollars (\$25,812)** for direct labor and overhead.

(ii) Planning Assistance (Category A), Task Two.

Up to **forty-nine thousand three hundred fifty-three dollars (\$49,353)** for direct labor and overhead.

(iii) Planning Assistance (Category A), Task Three.



Up to **one hundred sixteen thousand nine hundred fifty-three dollars (\$116,953)** for direct labor and overhead.

(iv) Planning Assistance (Category A), Task Four.

Up to **nine thousand six hundred seventeen dollars (\$9,617)** for direct labor and overhead.

(v) Planning Assistance (Category A), Task Five.

(a) Up to **thirty-five thousand five hundred ninety-four dollars (\$35,594)** for direct labor and overhead.

(b) The total fixed fee provided under this Paragraph 3(A)(v)(b)(1),(2),(3) shall not exceed **seventeen thousand three hundred fifty-three dollars (\$17,353)**.

(1) Upon submission to the Department and acceptance by the Department, in writing, of the Summary Memoranda deliverables required under Category A, Task Five, the County shall pay the Contractor a fixed fee of **ten thousand eight hundred ninety-nine dollars (\$10,899)**; and

(2) The County shall pay the Contractor two (2) additional, equally valued, fixed fee payments of **one thousand two hundred thirty-three dollars and fifty cents (\$1,233.50)** upon acceptance of the detailed memoranda, as required in Contract year two (2) and Contract year four (4).

(3) The County shall pay the Contractor three (3) additional, equally valued, fixed fee payments of **one thousand three hundred twenty-nine dollars (\$1,329)** upon acceptance of the detailed memoranda, as required one (1) month prior to completion of Contract year two (2), one (1) month prior to completion of Contract year three (3) and one (1) month prior to completion of Contract year five (5).

(vi) Planning Assistance (Category A), Task Six.

(a) Up to **two hundred thousand four hundred forty-three dollars (\$200,443)** for direct labor and overhead.

(b) The total fixed fee provided under this Paragraph 3(A)(vi)(b)(1),(2) shall not exceed **twenty thousand forty-two dollars (\$20,042)**.

(1) Upon submission to the Department and acceptance by the Department, in writing, of the Project Management Plan ("PMP")

deliverable required under Category A, Task Six, the County shall pay the Contractor a fixed fee of **fifteen thousand thirty-one dollars and forty-eight cents (\$15,031.48)**; and

(2) The County shall pay the Contractor four (4) additional, equally valued, fixed fee payments of **one thousand two hundred fifty-two dollars and sixty-three cents (\$1,252.63)** at the end of each Agreement year to represent regular, as-needed updates to the PMP, subject to the County's rights of termination under this Agreement.

(vii) Planning Assistance (Category A), Task Seven.

(a) Up to **one hundred thirty-eight thousand five hundred ninety dollars (\$138,590)** for direct labor and overhead; and

(b) Upon the final due date indicated in the request for proposals developed under Category A, Task Seven the County shall pay the Contractor a fixed fee of **ten thousand eight hundred ninety dollars (\$10,890)**.

(viii) Planning Assistance (Category A), Task Eight.

(a) Up to **forty-four thousand six hundred eleven dollars (\$44,611)** for direct labor and overhead; and

(b) Upon execution by all required parties of the AAEIS Contract for Services developed under Category A, Task Eight, the County shall pay the Contractor a fixed fee of **four thousand four hundred sixty-one dollars (\$4,461)**.

(ix) Technical Assistance and Support (Category B), Task One.

(a) Up to **one hundred six thousand seventy dollars (\$106,070)** for direct labor and overhead; and

(b) Up to **ten thousand six hundred seven dollars (\$10,607)** for fixed fee, payable in accordance with each fully-executed Task Order issued pursuant to Section 2 (Services) of this Agreement.

(x) Technical Assistance and Support (Category B), Task Two.

(a) Up to **eight hundred four thousand two hundred forty-nine dollars (\$804,249)** for direct labor and overhead; and

(b) Up to **sixty-three thousand one hundred eight dollars (\$63,108)** for fixed fee, payable in accordance with each fully-executed Task Order issued pursuant to Section 2 (Services) of this Agreement.

(xi) Technical Assistance and Support (Category B), Task Three.

(a) Up to **one million seven hundred fourteen two hundred seventy-five dollars (\$1,714,275)** for direct labor and overhead; and

(b) Up to **one hundred fifty-six thousand thirty-one dollars (\$156,031)** for fixed fee, payable in accordance with each fully-executed Task Order issued pursuant to Section 2 (Services) of this Agreement.

(xii) Administrative Services ("Category C") and Regular Progress Reporting ("Category D").

(a) Up to **two hundred forty-seven thousand six hundred six dollars (\$247,606)** for direct labor and overhead.

(b) The total fixed fee provided under this Task shall not exceed **twenty-four thousand seven hundred sixty dollars (\$24,760)**. The County shall pay the Contractor five (5) equally valued, fixed fee payments of **four thousand nine hundred fifty-two dollars (\$4,952)** at the end of each Agreement year, subject to the County's rights of termination under this Agreement.

(xiii) Meetings and Events ("Category E").

(a) Up to **one million thirty thousand three hundred fifty-one dollars (\$1,030,351)** for direct labor and overhead.

(b) The total fixed fee provided under this Task shall not exceed **one hundred three thousand thirty-five dollars (\$103,035)**. The County shall pay the Contractor five (5) equally valued, fixed fee payments of **twenty thousand six hundred seven dollars (\$20,607)** at the end of each Agreement year, subject to the County's rights of termination under this Agreement.

(xiv) Direct Expenses: Up to **fifty-six thousand twenty-three dollars (\$56,023)** for actual reasonable and necessary direct expenses incurred during the performance of approved Services under this Agreement, payable upon Contractor's submission of claim Vouchers with acceptable supporting receipts and proof of expenditures in accordance with this Agreement and applicable County policies. The County shall not reimburse the Contractor for such expenses in excess of **five hundred dollars (\$500)** unless the Contractor has obtained prior written consent from the County to incur said expense. Unless otherwise approved in writing, the parties have agreed that all reimbursable travel expenses shall be based from: (a) 30 Jericho Executive Plaza, Jericho, New York, 11753 or (b) the actual origination and destination points, whichever is less expensive.

(B) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (collectively the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as

consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(C) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the line-item budget set forth in this Section and in Exhibit D (cost proposal). Amounts allocated to line items within the total amount of the budget may be transferred among items upon approval by the Executive Commissioner of the Department ("Transfer Amount") in accordance with the Change Order Process (Paragraph 2(B) above). Transfer Amounts shall not exceed five percent (5%) of the total maximum amount of the related Task; provided, however, in no event shall a line-item budget category be increased by more than five percent (5%) or Fifty Thousand Dollars (\$50,000.00) over the budget amount for the related Task, unless the Agreement is formally amended by the parties and approved pursuant to County requirements.

(D) Timing of Payment Claims. The Contractor 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. Payment to the Contractor shall not be unreasonably withheld by the County.

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

(F) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor 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 Contractor received notice that the County did not desire to receive such services.

(G) Price Reduction for Defective Cost or Pricing Data.

The following provisions shall apply to the extent followed by FTA and are consistent with FAR.

- (i) If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this Agreement, was increased by any significant amount because—
  - (a) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
  - (b) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data;  
or

- (c) Any of these parties furnished data of any description that was not accurate; then
- (ii) In any such event, the price or cost shall be reduced accordingly and the Agreement shall be modified to reflect the reduction under Paragraph 3(G)(i) of this Section due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit, by which—
  - (a) The actual subcontract; or
  - (b) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (iii)(a) If the County determines under Paragraph (G)(i) of this Section that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
  - (1) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the Agreement would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
  - (2) The County should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the County.
  - (3) The Contract was based on an agreement about the total cost of the Contract and there was no agreement about the cost of each item procured under the Contract.
  - (4) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (b) (1) Except as prohibited by Paragraph (iii)(b)(2) of this Section, an offset in an amount determined appropriate by the County based upon the facts shall be allowed against the amount of a contract price reduction if—
  - (A) The Contractor certifies to the County that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
  - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(2) An offset shall not be allowed if—

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The County proves that the facts demonstrate that the Contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(iv) If any reduction in the Contract price under this Section reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the County at the time such overpayment is repaid—

(a) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the County is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(b) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(H) Price Redetermination.

(i) The unit prices and the total price stated in this Agreement shall be periodically redetermined in accordance with this Subsection, except that—

(a) The prices for supplies delivered and services performed before the first effective date of price redetermination (see Paragraph (iii) of this Subsection) shall remain fixed; and

(b) In no event shall the total amount paid under this Agreement exceed any ceiling price included in this Agreement.

(ii) "Costs," as used in this Subsection, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this Agreement.

(iii) For the purpose of price redetermination, performance of this Agreement shall be divided into successive periods. The first period shall extend from the date of the execution of this Agreement to the last day of the month two (2) years thereafter and the second and each succeeding period shall extend for twelve (12) months from the end of the last preceding period, except that the parties may agree to vary the length of the final period.

The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

- (iv) Not more than sixty (60) nor less than thirty (30) days before the end of each redetermination period, except the last, the Contractor shall submit—
  - (a) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and—
    - (1) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-2 of FAR section 15.408, or in any other form on which the parties may agree;
    - (2) Sufficient data to support the accuracy and reliability of this estimate; and
    - (3) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and
  - (b) A statement of all costs incurred in performing this Agreement through the end of the first month before the submission of proposed prices in the format of Table 15-2 of FAR section 15.408 (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for—
    - (1) Supplies delivered and services performed; and
    - (2) Inventories of work in process and undelivered Contract supplies on hand (estimated to the extent necessary).
- (v) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded—
  - (a) Supplemental statements of costs incurred after the date stated in Paragraph (iv) of this Subsection for—
    - (1) Supplies delivered and services performed; and
    - (2) Inventories of work in process and undelivered Contract supplies on hand (estimated to the extent necessary); and
  - (b) Any other relevant data that the County may reasonably require.
- (vi) If the Contractor fails to submit the data required by Paragraphs (iv) and (v) of this Subsection, within the time specified, the County may suspend payments under this Agreement until the data are furnished. If it is later determined that the County has overpaid the Contractor, the Contractor shall repay the excess to the County immediately. Unless repaid within thirty (30) days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established by the County.
- (vii) Upon the County's receipt of the data required by Paragraphs (iv), (v) and (vi) of this Subsection, the County and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.



- (viii) Each negotiated redetermination of prices shall be evidenced by a modification to this Agreement pursuant to County requirements, signed by the Contractor and the County, stating the redetermined prices that apply during the redetermination period.
- (ix) Pending execution of the Contract modification (see Paragraph 3(H)(viii) of this Section), the Contractor shall submit invoices or Vouchers in accordance with the billing prices stated in this Agreement. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this Section. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or Vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.
- (x) This Paragraph 3(H)(x) applies only during periods for which firm prices have not been established.
  - (a) Within forty-five (45) days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the County under this Agreement, and for each quarter thereafter, the Contractor shall submit to the County a statement, cumulative from the beginning of the Agreement, showing—
    - (1) The total Contract price of all supplies delivered (or services performed) and accepted by the County and for which final prices have been established;
    - (2) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the County and for which final prices have not been established;
    - (3) The portion of the total interim profit (used in establishing the initial Contract price or agreed to for the purpose of this Paragraph 3(H)(x)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the County and for which final prices have not been established; and
    - (4) The total amount of all invoices or Vouchers for supplies delivered (or services performed) and accepted by the County (including amounts applied or to be applied to liquidate progress payments).
  - (b) The statement required by Paragraph 3(H)(x)(a) of this Section need not be submitted for any quarter for which either no costs are to be reported under Paragraph 3(H)(x)(a)(2) of this Section, or revised billing prices have been established in accordance with Paragraph 3(H)(x) of this Section, and do not exceed the existing Contract price,

the Contractor's price redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.

- (c) Notwithstanding any provision of this Agreement authorizing greater payments, if on any quarterly statement the amount under Paragraph 3(H)(x)(a)(4) of this Section exceeds the sum due the Contractor, as computed in accordance with Paragraphs 3(H)(x)(a)(1), (2), and (3) of this section, the Contractor shall immediately refund or credit to the County the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of previous refunds or credits affected under this Paragraph. The Contractor shall provide complete details to support any claimed reductions in refunds.
- (d) If the Contractor fails to submit the quarterly statement within forty-five (45) days after the end of each quarter and it is later determined that the County has overpaid the Contractor, the Contractor shall repay the excess to the County immediately. Unless repaid within thirty (30) days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established by the County.
- (xi) If the Contractor and the County fail to agree upon redetermined prices for any price redetermination period within sixty (60) days (or within such other period as the parties agree) after the date on which the data required by Paragraph (iv) of this Subsection are to be submitted, the County shall promptly issue a decision. For the purpose of Paragraphs 3(H)(viii), (ix), and (x) of this Section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this Paragraph.
- (xii) If this Agreement is terminated, prices shall continue to be established in accordance with this Subsection for (a) completed supplies and services accepted by the County and (b) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable Sections of this Agreement.

(l) Cost Rates. The Contractor shall submit to the County audited overhead rate based on Federal Acquisition Regulations, (FAR), Subpart 31.2 et seq. on a yearly basis in order to establish annual overhead rates.

- (i) Until final annual indirect cost rates are established for any period, the County shall reimburse the Contractor at billing rates established by the County, subject to adjustment when the final rates are established. These billing rates—
  - (a) Shall be the anticipated final rates; and
  - (b) May be prospectively revised by mutual written agreement, at either party's request, to prevent substantial overpayment or underpayment.

(ii) At any time or times before final payment under this agreement, the County may have the selected proposer's invoices or Vouchers and statements of cost audited. Any payment may be—

(a) Reduced by amounts found by the County not to constitute allowable costs; or

(b) Adjusted for prior overpayments or underpayments.

(J) Fixed Fee. The County shall pay the Contractor for performing this agreement the fixed fee specified in Subsection 3(A) of this Agreement.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent, subcontractor or independent contractor of the Contractor (a "Contractor Agent"), be (A) deemed a County employee, (B) commit the County to any obligation, or (C) 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).

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

6. Compliance With Law.

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

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as

well as exercise any other rights available to the County under applicable law.

- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement 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 Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(D) Protection of Client Information.

- (i) The Contractor acknowledges and agrees that all records, information, and data that the Contractor acquires in connection with performance under this Agreement will be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing Services under this Agreement ("Confidential Information"). The Contractor shall maintain the Confidential Information of the County in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Access to Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use. The Contractor shall not disclose Confidential Information to third parties except (a) as permitted under this Agreement; (b) with the written consent of the County (and then only to the extent of the consent); or (c) to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the Contractor and the County relating to the Contractor's Services for the County or this Agreement.
- (ii) The foregoing shall not prohibit or limit the Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (a) previously known to the Contractor, (B) independently developed by the Contractor, (b) acquired by the Contractor from a third party without continuing restriction on use, or (c) which is, or becomes, publicly available through no breach by the Contractor of this Agreement.
- (iii) All data or other materials furnished by the County for use by the Contractor under this Agreement shall remain the sole property of the

County and will be held in confidence in accordance with this Agreement. Such data and materials shall be returned to the County upon completion of the Services.

(iv) The provisions of this subsection shall survive the termination of this Agreement.

(v) (a) This Agreement may be terminated if it is determined that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the County; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this Agreement is terminated under Paragraph 6(D)(v)(a), the County is entitled to pursue the same remedies as in a breach of this Agreement.

(d) The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(E) Non-Disclosure Agreement (NDA). The Contractor and the Contractor's personnel and/or agents providing Services pursuant to this Agreement shall enter into a County issued NDA prior to commencement of Services if requested by the County.

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

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

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

(C) The Contractor shall perform and require its subcontractors, if any, to perform the Services in accordance with the requirements of this Agreement and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing Services of a similar nature. The Contractor shall be responsible for the professional quality, technical

accuracy, completeness, and coordination of the Services, it being understood that the County will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Services. The foregoing obligations and standards shall constitute the "Standards of Performance" for purposes of this Agreement.

(D) The Contractor shall represent that it shall make the necessary commitment, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it shall have available or will make available the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of this Agreement.

(E) All Contractor personnel shall have sufficient skill and experience to perform the Services assigned to them. The Contractor shall ensure that any individual performing Services under this Agreement requiring a license shall possess and maintain the appropriate license required. All personnel shall have sufficient skill and experience to perform the Services assigned to them. At the County's request, the Contractor shall furnish copies of all licenses, and other documented proof of skills and experience.

(F) Except for any permits furnished by the County, the Contractor shall be fully responsible for identifying and obtaining, at its own expense, all necessary licenses and permits required for the timely execution of the Services.

(G) The number and identity of Contractor's and subcontractors key personnel assigned to the performance of the Services under this Agreement shall be subject to the County's periodic review and approval. No change to the assignment of the Contractor's Principal-in-Charge or Contractor's project manager shall be made without the prior written approval of the County. Personnel identified as key personnel shall not be replaced or reassigned without prior written approval from the County and until a satisfactory replacement has been approved by the County. The Contractor shall secure the prior written approval of the County for any change or reassignment of all key personnel, submitting written documentation of the new individual's qualifications.

(H) The County retains the right to request a replacement, for reasonable cause, of any employee assigned to the project and such request will be made in writing. The county's decision in this regard shall not be the basis for any claim for additional compensation by the Contractor.

(I) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's or subcontractor's personnel at any level assigned to the performance of the Services, if the County considers such removal necessary in the best interests of the project and requests such removal in writing. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the project.

8. Extra Work. (A) If the Contractor believes that any work is or may be beyond the scope of the services of this Agreement, or that additional work is necessary, the Contractor shall notify the County, in writing, of this fact prior to beginning any of the

work. The notification shall include all information required by the County. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. No extra or additional work shall be started prior to written authorization from the County. The County shall be under no obligation to reimburse the Contractor for any extra or additional work performed without the prescribed notification and authorization. In the event that the County determines that such work does constitute extra work, the County shall provide additional compensation to the Contractor consistent with the rates for similar Tasks under this Agreement and/or as mutually agreed to between the parties. If necessary, an amendment providing the compensation and describing the work authorized may be issued by the County to the Contractor for execution. The Contractor understands that amendments to the agreement may be subject to required County approvals, including approval by County legislature and the Comptroller's Office.

9. Inspection of Services.

(A) The County reserves the right to inspect all and every part of the Services at any time during the performance and after completion, at its discretion.

(B) If the Services or any parts thereof have not been performed in accordance with this Agreement, the Contractor will be notified in writing that such work is rejected. Thereupon, the Contractor shall take the necessary corrective action. The County shall not be obligated to make any inspections, however, and neither the inspection of the Services, nor the lack thereof, shall relieve the Contractor of its responsibility for performing and providing the Services in accordance with the terms of this Agreement.

(C) The County shall not be deemed to have accepted the Contractor's performance of the Services unless the County has given written notice of final acceptance of the Services to the Contractor. No payment in whole or in part shall be construed to be an acceptance of the Services.

(D) The County shall have access, at all reasonable times, to the Contractor's calculations, supporting materials, data, and information concerning the Services, including computer programs and printouts, which the County determines are required to review the Services properly and expeditiously. The Contractor shall furnish sufficient and convenient facilities for such inspection and review, and shall grant the County free access at all reasonable times to all locations where the Services is performed.

(E) Prior to the release of work, the County and the Contractor shall determine which required reports will be submitted to the County in draft form before final submission of the report.

10. Ownership of Patents, Trademarks and Copyrights; Infringement.

(A) Upon execution of this Agreement, any reports, documents, data, photographs and/or other material 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.

(B) Any reports, documents, data, photographs and/or materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "works-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 "works-made-for-hire", the Contractor hereby irrevocably transfer, assigns and conveys to the County, free and clear of any liens, claims or other encumbrances, exclusive copyright ownership in and to the Copyrightable Materials. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall not be used by the Contractor for any purpose without the prior written permission of the County.

(C) The Contractor shall indemnify and hold harmless the County and all of its Officers, employees and agents ("Indemnified Parties") against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for infringement by the Contractor of any copyright, trade secret, trademark or patent rights of design, systems, drawings, graphs, charts, methodologies, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold harmless the Indemnified Parties regardless of whether or not the infringement arises out of compliance with the scope of services or work.

(D) All data and deliverables produced in accordance with this Agreement shall comply and be fully compatible with the software, hardware and information technology standards and architecture used by the County.

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

(B) The Contractor shall indemnify and hold the County harmless against any and all Losses arising out of or in connection with infringement of intellectual property rights as indicated above in Section 10 "Ownership of Patents, Trademarks and Copyrights; Infringement".

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

(D) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement,

including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

12. Insurance. (A) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence, (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 three million dollars (\$3,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

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

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

13. Assignment; Amendment; Waiver:

(A) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, or (iii) waived 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, provided, however, that the Department Commissioner or the Department project manager are authorized to amend this Agreement if, and then only to the extent that, a provision of this Agreement expressly grants the Department Commissioner or the Department project manager the authority to bind the County to an amendment. 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.

14. Subcontracting. (A) It is agreed by the parties that only The Louis Berger Group, Inc., SYSTRA Engineering, Inc., Hirani Engineering & Land Surveying, P.C., Saccardi & Schiff, Inc., Toscano Clements Taylor LLC, and PB Consult, Inc. ("Approved Subcontractors") shall act as subcontractors for the provision of certain Services under this Agreement. Such Approved Subcontractor's Services are identified in Section IX of the Contractor's technical proposal (incorporated herein by reference and on file with the Department).

(B) The Contractor shall not further subcontract any portion of the Services without the prior written consent of the County, and any purported subcontracting without such prior written consent shall be null and void.

(C) Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the Services contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors has been approved by the County.

(D) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

(E) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(F) The Contractor shall comply with the insurance requirements as provided in the Insurance Section 12 of this Agreement.

(G) Approvals/Rejections:

- (i) The Contractor shall notify the County in writing of any proposal to substitute, assign or transfer a subcontractor and the reason for the substitution, assignment or transfer. Prior to such substitution, assignment or transfer the Contractor shall secure approval, in writing, from the County. In addition to the reason for the substitution, assignment or transfer request, the Contractor shall submit all details of the proposed subcontractor, including but not limited to:

- (a) A description of the supplies or services to be subcontracted.
- (b) Identification of the type of subcontract to be used.
- (c) Identification of the proposed subcontractor.
- (d) The proposed subcontract price.
- (e) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data.
- (f) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards.
- (g) A negotiation memorandum reflecting—
  - (1) The principal elements of the subcontract price negotiations;
  - (2) The most significant considerations controlling establishment of initial or revised prices;
  - (3) The reason cost or pricing data were or were not required;
  - (4) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (5) The extent to which it was recognized in the negotiation that the proposed subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the proposed subcontractor; and the effect of any such defective data on the total price negotiated;
  - (6) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (7) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (ii) Unless the consent or approval specifically provides otherwise, neither consent by the County to any subcontract nor approval of the Contractor's work shall constitute a determination—
  - (a) Of the acceptability of any subcontract terms or conditions;
  - (b) Of the allowability of any cost under this Agreement; or
  - (c) To relieve the Contractor of any responsibility for performing this Agreement.
- (iii) The Contractor shall give the County immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor.

(iv) The Contractor's qualified personnel may perform Services assigned to Approved Subcontractors, provided written permission is obtained from the County prior to performance of such Services.

(v) The County shall not be responsible for delays incurred by the Contractor because of any delay in the approval by the County of a proposed subcontractor, or for the late, or incomplete submittal to the County of the required documentation for acceptance of a proposed subcontractor, or because of an Approved Subcontractor's removal from the performance of the Services, excluding excusable delays, including circumstances beyond the Contractor's control, including, but not limited to, acts of God, flood, fire, riot, accident, strikes or work stoppages and other similar causes providing that the:

(a) Aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor;

(b) The Contractor has taken reasonable precautions to prevent further delays owing to such causes; and

(c) The Contractor notifies the County in writing of the cause(s) for the delay within five (5) days from the beginning of any such delay.

(1) The County retains the right to request the Contractor to terminate any Approved Subcontractor, for any reason, by so notifying the Contractor in writing. Should said notification be submitted to the Contractor, it shall terminate said subcontractor immediately.

(2) The Contractor shall submit a copy of all executed subcontracts within thirty (30) days of execution regardless of value to the County for compliance with the USDOT-approved, County DBE Program (Appendix EE), and a copy of insurance certificates in accordance with requirements stated in this Agreement. Failure to submit subcontracts and certificates within the required time period will result in the subcontractor's not being permitted to perform work on the project.

(H) Performance of Subcontracted Services:

(i) The Contractor shall be primarily responsible to the County for all acts and omissions of its own personnel, and of Approved Subcontractors and their employees.

(ii) The Contractor shall be responsible for coordinating the Services performed by Approved Subcontractors.

(iii) Should the Contractor determine that a portion of the subcontracted Services is not, or was not performed in accordance with the terms of this Agreement, or if a Subcontractor commits or omits any act that would constitute a breach of this Agreement, the Contractor shall immediately notify the County, in writing. In such a case, the County shall provide the Contractor with written instructions detailing the course of action to be taken by the Contractor. The Contractor shall comply with the County's

instructions. Should the County direct the Contractor to remove the subcontractor from the project, said Subcontractor shall not again be employed on the project.

(I) Flow-Down Requirements:

The Contractor shall incorporate the following into each Subcontract and require insertion of same into all lower-tier Subcontracts:

- (i) All provisions required by applicable law, regulation, rule, or this Agreement, and such provisions shall apply to subcontractors of any tier.
- (ii) By virtue of signing the subcontract, the following apply:
  - (a) The Subcontractor acknowledges and agrees that all Services performed by it under the subcontract shall be performed in accordance with this Agreement.
  - (b) The Subcontractor agrees that it shall have the same duties and obligations to the Contractor with respect to its performance of its own Services as the Contractor has to the County under this Agreement.
  - (c) The Contractor and the Subcontractor(s) agree that the County is the third party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit. All guarantees and warranties, express or implied, shall serve to the benefit of both the County and the Contractor during the performance of the Services; upon final completion of the Services, such guarantees and warranties shall flow to the benefit of the County.
  - (d) The Contractor and the Subcontractor agree that nothing contained in the Subcontract shall be deemed to create any privity of this Agreement between the County and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of the County to the Subcontractor except those allowed under New York State law. In the event of any claim or dispute arising under the subcontract and/or this Agreement, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against the County arising out of the subcontract.

(J) Duty and Liability of Contractor:

- (i) This Subsection does not and shall not operate to relieve the Contractor of any duty or liability under this Agreement nor does it create any duty or liability on the part of the County.
- (ii) The Contractor shall have sole responsibility for promptly settling any disputes between its Subcontractors and between the Subcontractors and any of their Subcontractors.

(K) Insurance:

- (i) No Subcontractor shall be permitted to perform the Services under this Agreement until it, or the Contractor, has supplied satisfactory evidence

of required insurance to the County, in compliance with the terms of this Agreement.

(L) No Approved Subcontract under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis.

15. Termination for Convenience of the County. (A) The performance of the Services or work under this Agreement may be terminated for any reason by the County at its sole discretion upon thirty (30) days written notice to the Contractor, or for Cause by the County immediately upon the receipt by the Contractor of written Notice of Termination, or upon mutual written agreement of the County and the Contractor, or in accordance with any other provisions of this Agreement expressly addressing termination. Any such termination will be accomplished by delivery of a Notice of Termination to the Contractor, specifying the extent to which performance of the Services or work under this Agreement shall be terminated and the date upon which such termination shall become effective.

(B) After receipt of a Notice of Termination, except as otherwise directed by the County, the Contractor shall:

- (i) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or Subcontracts for goods or services, except as may be necessary for completion of such portions of the Services expressly excluded from the Notice of Termination.
- (iii) Communicate Notice of Termination to the affected approved Subcontractors and Suppliers, and any other parties, at any tier.
- (iv) Terminate all orders and Subcontracts that relate to the performance of the Services terminated by the Notice of Termination.
- (v) Settle outstanding liabilities and Claims arising out of such termination of orders and Subcontracts, with the acceptance of the County, if required, (which acceptance shall be final for the purposes of this Section).
- (vi) Transfer to the County in the manner, at the times, and to the extent directed by the County all of the rights, titles, and interests of the Contractor under the orders and Subcontracts so terminated; in which case the County will have the right, at its sole discretion, to settle or pay any or all Claims arising out of the termination of such orders and Subcontracts.
- (vii) Transfer title and deliver to the County in the manner, at the times, and to the extent directed by it:
  - (a) Work in process, completed work, and other goods procured as a part of, or acquired in connection with, the performance of the Services terminated; and
  - (b) The completed or partially completed plans, drawings, information, and other items that would have been required (per the Services) to be furnished to the County if this Agreement had been completed.



- (viii) Use its best efforts to sell the goods of the types referred to above in the manner, at the times, to the extent, and at the price(s) directed or authorized by the County.
- (ix) Take any action that may be necessary, or that the County may direct, for the protection and preservation of Nassau County Property related to this Agreement that is in the possession of the Contractor and in which the County has or may acquire an interest.
- (x) Comply with all other requirements of the County as may be specified in the Notice of Termination.
- (xi) Complete performance of that portion of the Services that has not been terminated by the Notice of Termination, as applicable and in accordance with this Agreement.

(C) If the termination is for the convenience of the County, the Contractor shall submit a termination claim within sixty (60) days of termination and upon approval by the County, the County shall pay the Contractor a percentage of the total Contract price based on the percentage of the Services completed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

(D) Upon failure of the Contractor to submit a termination claim within the time specified, the County will determine the amount due the Contractor, if any, on the basis of information available, and will pay the Contractor the amount so determined pursuant to Paragraph 3(B) above upon receipt of a Voucher. Such payment shall constitute payment in full for the Services performed under this Agreement.

(E) Subject to the provisions of the above Subsections, the Contractor and the County may agree upon the total or partial amount to be paid to the Contractor by reason of the total or partial termination of the Services pursuant to this Section. This Agreement will be amended or revised accordingly and the Contractor will be paid the agreed-upon amount pursuant to Paragraph 3(B) above upon receipt of a Voucher. Nothing in the following Subsection, which deals with the failure to reach agreement on the total amount to be paid to the Contractor, shall be deemed to limit, restrict, or otherwise determine or affect the amount that may be agreed upon pursuant to this Subsection.

(F) In the event of failure of the Contractor and the County to agree on the total amount to be paid to the Contractor by reason of the termination of Services pursuant to this Section, the County will pay the Contractor the amounts determined by the County pursuant to Paragraph 3(B) above, upon receipt of a Voucher, as follows, exclusive of any amounts agreed upon in accordance with the preceding Subsection:

- (i) The Contract price allocable to the portion of the Services properly performed by the Contractor as of the date of termination, including overhead, and fixed fee or profit, as determined in accordance with this Agreement, reduced by any sums previously paid to the Contractor.
- (ii) The cost of settling and paying claims in an amount not to exceed the Contract price for the allowable portion of the Services properly performed by the Approved Subcontractor arising out of the termination of the Services under Approved Subcontracts or orders as specified above, exclusive of the amounts paid or payable on account of goods delivered

or Services furnished by Subcontractors prior to the effective date of the Notice of Termination of Services under this Agreement, which amounts are included in Subsection "E" (preceding) of this Section.

(iii) Profit on the cost of Services performed is included in the amount determined in Subsection "E" of this Section. However, if the Contractor would have sustained a loss on the entire Agreement had it been completed, the Contractor shall not be entitled to a profit and the settlement will be reduced to reflect the indicated rate of loss.

(iv) The reasonable cost of preserving and protecting Nassau County Property will also be paid, as well as any other reasonable costs incidental to the termination of the Services under this Agreement, including those reasonable expenses incurred to determine the amounts due.

(G) Except to the extent that the County will have otherwise expressly assumed the risk of loss, the fair value, as determined by the County, of property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to the County or other buyer as described above) shall be excluded from the amounts paid to the Contractor.

(H) In arriving at the amount due to the Contractor under this Section, retention shall be made for the following:

(i) The amount of the Claim that the County may have against the Contractor in connection with this Agreement; and

(ii) The agreed upon price for and/or proceeds from the sale of goods or other items acquired or sold by the Contractor that have not been otherwise recovered by or credited to the County.

(I) Under such terms and conditions as it may prescribe and at its sole discretion, the County may make partial payments against costs incurred by the Contractor in connection with the terminated portion of this Agreement whenever the County decides that the aggregate of such payments is within the amount to which the Contractor is entitled hereunder. If the total of such payments is in excess of the amount finally agreed-upon or determined to be due under this Section, such excess shall be payable by the Contractor to the County upon demand, together with interest.

(J) The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Contractor in accordance with this Section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

(K) Anything contained in this Agreement to the contrary, notwithstanding a termination under this Section, shall not waive any right or claim to damages that the County may have; the County may pursue any cause of action that it may have by law or under this Agreement.

16. Termination for Default. (A) The County may terminate the Contractor's Services, in whole or in part, for default under any of the following circumstances:

- (i) Failure or refusal of the Contractor to perform any Services required under this Agreement, or violation of any duty required of the Contractor under this Agreement.
- (ii) Bad faith by the Contractor, as determined by the County.
- (iii) Violation by the Contractor of an order or requirement of the County authorized by or within the scope of this Agreement.
- (iv) Abandonment of this Agreement by the Contractor.
- (v) A filing by or against the Contractor of a petition in bankruptcy, reorganization, insolvency, conservatorship, or similar proceeding.
- (vi) Failure of the Contractor to pay any amounts owing to any persons performing any portion of the Services, or the failure of the Contractor to pay its debts incurred on this Agreement as they become due, providing that such failure continues for a period of ten (10) working days after written notice to the Contractor by the County.
- (vii) The attachment, levy, execution, or other judicial seizure of any portion of the Contractor's property, or any substantial portion of the other assets of the Contractor, which is not released, expunged, or discharged within a period of ten (10) working days.
- (viii) Any material misrepresentation of fact by the Contractor to the County upon which reliance was placed by the County when awarding the Contractor this Contract.
- (ix) Material failure to comply with any law, ordinance, rule, regulation, or order of a legal authority applicable to the Contractor, the Services, this Agreement, the program or the project.
- (x) Failure to indemnify any party that the Contractor is obligated to indemnify under this Agreement.
- (xi) Failure to promptly correct or re-perform Work not prepared in accordance with the requirements of the Agreement. The decision to accept or reject Work submitted shall be solely within the County's discretion.
- (xii) Conviction of the Contractor or any of its officers, partners, principals, or employees for a violation of any federal, state, or local safety law or regulation, or for a crime arising out of, or in connection with, the Services, the Services to be done, payments, or payments to be made under this Agreement.

(B) If the County determines that the Contractor is in default of this Agreement, the County shall, where appropriate, so notify the Contractor by issuing a Cure (show-cause) Notice describing the default. If the Contractor fails to cure the default within five (5) days after receipt of such Cure Notice, or if the default cannot be cured within five (5) days, and the Contractor fails to commence to cure within five (5) days and diligently proceed to cure within the time the County determines to be necessary, the County may, by written notice, terminate the Contractor's right to proceed under all or such part of this Agreement as the County at its sole discretion deems to be in its best interest. Whether or not this Agreement or any part thereof is terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's default.

(C) Upon the County's termination of this Agreement because of the Contractor's default under this Agreement, the County shall have the right to complete the Services by whatever means and methods it deems advisable. The County will not be required to obtain the lowest prices for completing the Services, but shall make such expenditures that, in the County's sole judgment, best accomplish such completion.

(D) If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the County may take over the Services, and complete the Services by contract or otherwise. In such case, the Contractor shall be liable to the County for any reasonable costs or damages occasioned to the County thereby. The expense of completing the Services, or any other costs or damages otherwise resulting from failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the County out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the County upon notice of the excess so due.

(E) If this Agreement is terminated as specified in this Section, the County may require that the Contractor transfer title to and deliver the following items to the County as directed: any goods, fixtures, plans, drawings, information, reports, estimates, Contract rights and other items that the Contractor has specifically produced or acquired for the terminated portion of this Agreement and would have been required to be furnished to the County if this Agreement had been completed. The Contractor also shall, at its sole expense protect and preserve property in its possession in which the County has an interest.

(F) If, after the notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment shall be made as provided in Section 15 entitled Termination for the Convenience of the County, herein.

(G) The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Contractor in accordance with this Section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

17. Continuity of Services. (A) The Contractor recognizes that the services under this Agreement are vital to the County and must be continued without interruption and that, upon Contract expiration, a successor, either the County or another contractor, may continue them. The Contractor agrees to—

(i) Furnish phase-in training; and

(ii) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(B) The Contractor shall, upon the County's written notice —

(i) Furnish phase-in, phase-out services for up to ninety (90) days after this Agreement expires and

- (ii) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the County's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

(C) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(D) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Agreement.

18. Stop Work Order. The County may issue a written stop work order ("SWO"), at any time, to the Contractor to stop work, requiring the Contractor to suspend or stop all, or any part, of the performance due under this Agreement for a period up to ninety (90) days from receipt by the Contractor of the SWO after the County delivers the SWO to the Contractor. The County may extend the ninety (90) day period for any further period as the County and the Contractor agree to in writing.

(A) The SWO shall be specifically identified as a Stop Work Order issued under this Section. Upon receipt of the SWO, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Services covered by the SWO during the period of work suspension or stoppage. Within a period of ninety (90) days after the County delivers a SWO to the Contractor, or within any extension of that period to which the parties shall have agreed, the County shall either:

- (i) Cancel the SWO, or
- (ii) Terminate the Services covered by the SWO as shall be provided for in the termination provision(s) herein. Only written notice by the County shall constitute cancellation of a SWO.

(B) If the County cancels a SWO or the period of the SWO or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or accommodation thereof and in any other terms of this Agreement that may be affected, if:

- (i) The SWO results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of the Agreement, and
- (ii) The Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Agreement.

(C) If the County does not cancel a SWO and the County terminates the Services covered by the SWO in accordance with the default provisions here, or in accordance with its right to terminate for convenience pursuant to the Section entitled Termination for Convenience without Cause, the County shall allow reasonable direct costs resulting from the SWO in arriving at the termination settlement.

(D) The County shall not be liable to the Contractor for loss of profits because of a SWO issued under this Agreement.

19. Suspension of Work. (A) The County may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of this Agreement for the period of time that the County determines appropriate for the convenience of the County.

(B) If the performance of all or any part of the Services under this Agreement is suspended, delayed, or interrupted for an unreasonable period of time:

(i) by an act of the County in the administration of this Agreement, or

(ii) by the County's failure to act within the time specified in this Agreement (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Agreement (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Agreement modified in writing accordingly. However, no adjustment shall be made under this Section for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement.

(C) A claim under this Section shall not be allowed—

(i) For any costs incurred more than twenty (20) days before the Contractor shall have notified the County in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(ii) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Agreement.

20. Accounting Procedures: Records. The Contractor 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 Contractor 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.

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

(A) Notice. At least thirty (30) days prior to seeking relief the Contractor 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 Contractor 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 Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

22. 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.

23. Dispute Resolution. If a dispute, claim or controversy arises out of or arises in connection with this Agreement, including, but not limited to, the termination or validity hereof (a "Dispute"), the parties agree to use the following procedures, in lieu of either party initially pursuing other available remedies, to resolve the Dispute. The Parties agree that they will first attempt to settle any Dispute arising out of this Agreement through good faith negotiations in the spirit of mutual cooperation between representatives of the parties with authority to resolve the Dispute. Prior to taking action as provided in this Agreement, the Parties shall first submit the Dispute to an appropriate representative for each party for resolution, and if such representatives are unable to resolve such Dispute, either party may request that their respective chief executive officers or a deputy county executive, attempt to resolve such Dispute through good faith negotiations. The officers or delegees to whom any such claim or controversy is submitted shall attempt to resolve the Dispute through good faith negotiations over a reasonable period, not to exceed thirty (30) days in the aggregate unless otherwise agreed. Such thirty (30) day period shall be deemed to commence on the date of a notice from either party describing the particular Dispute.

24. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (A) in writing, (B) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally



recognized courier service, (C) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (D)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25. All Legal Provisions Deemed Included; Conflicts, Errors and Omissions, Severability; Supremacy; 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) Conflicts, Errors and Omissions. Any discrepancies in this Agreement shall be promptly brought to the attention of the County. If there are any discrepancies between the Federal or State Requirements and other Sections of this Agreement, the more stringent requirements shall apply. In addition, the following is the order of precedence in interpreting any discrepancies among Contract provisions:

- (i) Exhibit A (FTA Clauses)
- (ii) Exhibit B (Standard Clauses for NY State Contracts)
- (iii) All provisions above the signature line
- (iv) Exhibit C (Scope of Services)
- (v) Technical Proposal (on file with the Department)
- (vi) Exhibit D (Cost Proposal)
- (vii) The RFP for this Agreement (on file with the Department)
- (viii) Any other Documents

Omissions from this Agreement or the misdescription of details of Services which are necessary to carry out the project, or which are customarily performed, shall not relieve the Contractor from performing such omitted Services or misdescribed details of the project, but they shall be performed as if fully and correctly set forth and described in this Agreement without additional compensation. The Contractor shall promptly notify the County in writing of any conflicts, omissions, or misdescriptions of the Services. If the Contractor proceeds with any part of the project affected thereby without the written approval of the County it does so at its own risk and the work so done shall not be considered work done under and in performance of this Agreement unless and until approved in writing by the County.

(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.

26. Excusable Delays (force majeure). Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby ("Force Majeure"), including, but not limited, to acts of God, war, terrorism, or acts or omissions of civil or military authorities.

(b) If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

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

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

29. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of **Five Hundred Thirty Three dollars (\$533.00)** for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

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

**PB AMERICAS, INC.**

By: *M. Cuddy*  
Name: NICHOL J. CUDDY  
Title: VICE PRESIDENT  
Date: 8/19/08

**NASSAU COUNTY**

By: *[Signature]*  
Name: IAN K. SIOGEL  
Title: Deputy County Executive  
Date: 9/18/08

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19 day of August in the year 2006 before me personally came MICHAEL J. CUDDY to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Union; that he or she is the VICE PRESIDENT of PB AMERICAS INC., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

**LORETTA COTTAGE**  
Notary Public, State of New York  
No. 4847543  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires March 8, 20 11

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18 day of Sept. in the year 2008 before me personally came Sam Siegel to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

James G. Collins  
NOTARY PUBLIC

**JAMES G. COLLINS**  
NOTARY PUBLIC, State of New York  
No. 4881903  
Qualified in Nassau County  
Commission Expires Dec. 29, 2010

## 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 by such title 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, including the granting of Subcontracts.

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

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

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

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

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

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

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

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

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

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

modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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 Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

## APPENDIX U

Local Law No. 19 – 2003

A LOCAL LAW TO PROHIBIT THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY.

BE IT ENACTED by the Nassau County Legislature as follows:

The Miscellaneous Laws of Nassau County are amended by adding a new title to read as follows:

### Title 56

#### COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

##### § 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

##### §2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

- A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an

employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

- 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
  - 2.) whether to become a member of any labor organization.
- B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
- C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.
- D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.
- E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.
- F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.
- G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.
- H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.
- I.) "Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.
- J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.
- K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing

employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

- L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.
- M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.
- N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.
- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

### §3. Prohibitions

- A) A County contractor shall not use any of County funds to assist, promote or deter union organizing.
- B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
- C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
- D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
- E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
- F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.
- G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union

organizing.

- H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.
- I.) Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

#### § 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

- A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

#### § 5. Applicability.

- A) This law shall apply to any contracts awarded on or after the effective date of this law.
- B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
  - 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
  - 2.) allowing a labor organization or its representative's access to the employer's facility or property;
  - 3.) performing an activity required by Federal or State law or by a collective

bargaining agreement; and

- 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.
- 2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:
  - a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
  - b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
  - c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
  - d.) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
  - e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to



the County. The contractor shall include a list of said procedures in such certification.

- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.
- 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

#### § 7. Penalties.

- A) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.
- B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

#### § 8. Enforcement.

- A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

#### § 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of

any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Michael J. Abrahams (Name)  
One Penn Plaza, New York, NY 10119 (Address)  
(212) 465-5185 (Telephone Number)

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

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

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

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

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

August 21, 2008

Dated



Signature of Chief Executive Officer

Michael J. Abrahams

Name of Chief Executive Officer

Sworn to before me this

21st day of August, 2008.



Notary Public

DONYA-GAYE M. ANDERSON  
Notary Public, State of New York  
No. 02AN6124678  
Qualified in Queens County  
Commission Expires March 28, 2009

EXHIBIT A  
**Federal Transit Administration Clauses**

1. FLY AMERICA REQUIREMENTS (49 U.S.C. § 40118; 41 CFR Part 301-10):

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

- a. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS (49 U.S.C. 5323(j); 49 CFR Part 661):

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

- a. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)I and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date August 21, 2008

Signature 

Company Name PB Americas, Inc.

Title SVP & Director of Legal & Government Contract Services

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)I.*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)I and the regulations at 49 C.F.R. Part 661.11.

Date August 21, 2008

Signature 

Company Name PB Americas, Inc.

Title SVP & Director of Legal & Government Contract Services

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)I*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)I and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date \_\_\_\_\_  
Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

3. CHARTER BUS REQUIREMENTS (49 U.S.C. 5323(d); 49 CFR Part 604)

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

- a. The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. SCHOOL BUS REQUIREMENTS (49 U.S.C. 5323(F); 49 CFR Part 605):

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

- a. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

5. CARGO PREFERENCE REQUIREMENTS (46 U.S.C. 1241; 46 CFR Part 381):

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

- a. **Cargo Preference – Use of United States-Flag Vessels** – The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial



vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6. SEISMIC SAFETY REQUIREMENTS (42 U.S.C. 7701 et seq. 49; CFR Part 41):

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

- a. The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

7. ENERGY CONSERVATION REQUIREMENTS (42 U.S.C. 6321 et seq.; 49 CFR Part 18):

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

- a. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. CLEAN WATER REQUIREMENTS (33 U.S.C. 1251):

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will,

in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. BUS TESTING (49 U.S.C. 5323I; 49 CFR Part 665):

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

- a. **Bus Testing** – The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323I and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

- 24. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323I and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil

Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: N/A

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

10. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS (49 U.S.C. 5323; 49 CFR Part 663):

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

- a. **Pre-Award and Post-Delivery Audit Requirements** – The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

**25. Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS  
FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)*

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)I, Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: August 21, 2008

Signature: \_\_\_\_\_

Company Name: PB Americas, Inc.

Title: SVP & Director of Legal & Government Contract Services

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)I and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

11. LOBBYING (31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20):

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

- a. **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING  
LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

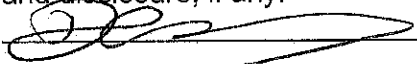
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

**26.** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352l(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, PB Americas, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Official  Signature of Contractor's Authorized

Lloyd Graham, SVP & Dir. Of Legal & Gov't Contract Services  
Name and Title of Contractor's Authorized Official

August 21, 2008 Date

12. ACCESS TO RECORDS AND REPORTS (49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17:

FTA does not require the inclusion of these requirements in subcontracts.

The following access to records requirements apply to this Contract:

- b. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- c. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- d. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the

Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

- e. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- f. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- g. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- h. FTA does not require the inclusion of these requirements in subcontracts.

### 13. FEDERAL CHANGES (49 CFR Part 18):

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

- a. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### 14. BONDING REQUIREMENTS

Bonding requirements flow down to the first tier contractors.

**a. Bid Bond Requirements (Construction)**

**(a) Bid Security**

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

**27. Rights Reserved**

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

**b. Performance and Payment Bonding Requirements (Construction)**

The Contractor shall be required to obtain performance and payment bonds as follows:

**(a) Performance bonds**



1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

28. Fifty percent of the contract price if the contract price is not more than \$1 million.

29. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

30. Two and one half million if the contract price is more than \$5 million.

If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

c. **Performance and Payment Bonding Requirements (Non-Construction)**

The Contractor may be required to obtain performance and payment bonds when necessary to protect the County's interest.

(a) The following situations may warrant a performance bond:

1. County property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the County, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the County determines that a lesser amount would be adequate for the protection of the County.
2. The County may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The County may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

A payment bond is required only when a performance bond is required, and if the use of payment bond is in the County's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
  31. Fifty percent of the contract price if the contract price is not more than \$1 million;
  32. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  33. Two and one half million if the contract price is increased.

**d. Advance Payment Bonding Requirements**

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The County shall determine the amount of the advance payment bond necessary to protect the County.

**e. Patent Infringement Bonding Requirements (Patent Indemnity)**

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The County shall determine the amount of the patent indemnity to protect the County.

**f. Warranty of the Work and Maintenance Bonds**

1. The Contractor warrants to the County, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the County, free

from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

34. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the County and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the County. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the County written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

15. CLEAN AIR (42 U.S.C. 7401 et seq; 40 CFR 15.61; 49 CFR Part 18):

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- j. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. RECYCLED PRODUCTS (42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873):

These requirements flow down to all contractor and subcontractor tiers.

- a. **Recovered Materials** – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive

Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

(1) **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** – The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part

of the wages required by the contract, the County may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records** – (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the County for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full

weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a



locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### 18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

- a. **Overtime requirements** – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. **Withholding for unpaid wages and liquidated damages** – The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. **Subcontracts** – The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

- a. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a

party to that contract) pertaining to any matter resulting from the underlying contract.

- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (31 U.S.C. 3801 et seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307)

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

- k. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- l. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- m. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION (49 U.S.C. Part 18; FTA Circular 4220.1E):

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

- a. **Termination for Convenience (General Provision):** The County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the County to be paid the Contractor. If the Contractor has any property in its possession belonging to the the County, the Contractor will account for the same, and dispose of it in the manner the County directs.
- b. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision):** The County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the County 's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the County setting forth the nature of said breach or default, the County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach:** In the event that the County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the County shall not limit the

County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- e. **Termination for Convenience (Professional or Transit Service Contracts):** The County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service):** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

- g. **Termination for Default (Transportation Services):** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of County goods, the Contractor shall, upon direction of the County, protect and preserve the goods until surrendered to the County or its agent. The Contractor and the County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

- h. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will

insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

- I. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the County, acts of another Contractor in the performance of a contract with the County, epidemics, quarantine restrictions, strikes, freight embargoes; and
- II. the contractor, within [10] days from the beginning of any delay, notifies the County in writing of the causes of delay. If in the judgment of the County, the delay is excusable, the time for completing the work shall be extended. The judgment of the County shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the County..

**i. Termination for Convenience or Default (Architect and Engineering)**

The County may terminate this contract in whole or in part, for the County's convenience or because of the failure of the Contractor to fulfill the contract obligations. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the County, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the County may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the County.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

- j. **Termination for Convenience of Default (Cost-Type Contracts)** The County may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the County or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the County, or property supplied to the Contractor by the County. If the termination is for default, the County may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the County and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the County, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the County determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the County, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## **22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION** **(NONPROCUREMENT)**

- n. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.



The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT (5 U.S.C. 552):

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

- a. **Contracts Involving Federal Privacy Act Requirements** – The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

35. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS (29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

The following requirements apply to the underlying contract:

- o. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- p. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
  - 1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - 2. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- q. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. **BREACHES AND DISPUTE RESOLUTION** (49 CFR Part 18; FTA Circular 4220.1E):

The Breaches and Dispute Resolutions requirements flow down to all tiers.

- a. **Disputes** – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.
- b. **Performance During Dispute** – Unless otherwise directed by County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. **Claims for Damages** – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. **Remedies** – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the County is located.

- e. **Rights and Remedies** – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

26. PATENT AND RIGHTS IN DATA (37 CFR Part 401; 49 CFR Parts 18 and 19):

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

- b. **Rights in Data** – The following requirements apply to each contract involving experimental, developmental or research work:
  - 1. The term “subject data” used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term “subject data” does not include financial reports, cost analyses, and similar information incidental to contract administration.
  - 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
    - 1. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such

data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

II. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- a. Any subject data developed under that contract, whether or not a copyright has been obtained; and
- b. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

III. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

IV. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal

Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- V. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
  - VI. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
  - VII. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
  - 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research

work financed in whole or in part with Federal assistance provided by FTA.

- c. **Patent Rights** – The following requirements apply to each contract involving experimental, developmental, or research work:
5. General – If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
  6. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
  7. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (49 U.S.C. § 5310, § 5311, and § 5333  
29 CFR Part 215):

These provisions are applicable to all contracts and subcontracts at every tier.

- a. **Transit Employee Protective Provisions.** (1) The Contractor agrees to the comply with applicable transit employee protective requirements as follows:
- (a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of

employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

24. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- b. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26):

- r. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance*



*Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of 2.64 % DBE participation has been established for this procurement.

- s. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- t. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid:
  - 1. The names and addresses of DBE firms that will participate in this contract;
  - 2. A description of the work each DBE will perform;
  - 3. The dollar amount of the participation of each DBE firm participating;
  - 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
  - 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
  - 6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness (see 49 CFR 26.53(3)).

- u. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from

the County. In addition, the contractor may not hold retainage from its subcontractors.

- v. The contractor must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

29. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1E):

The incorporation of FTA terms has unlimited flow down.

- a. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the county to be in violation of the FTA terms and conditions.

30. DRUG AND ALCOHOL TESTING (49 U.S.C. §5331; 49 CFR Parts 653 and 654)

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

- a. Drug and Alcohol Testing Option 1:

The contractor agrees to:

**25. *participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.***

- b. Drug and Alcohol Testing Option 2:

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of

the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

c. Drug and Alcohol Testing Option 3:

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

**EXHIBIT B**  
**Standard Clauses for New York State Contracts**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (herein after, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or

(b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations

thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off

rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or three (3) years after final payment, whichever is later. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.**(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Page 3 October 2006 Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written

agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a 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 contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a 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; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then: (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation; (b) at the request of the 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, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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. Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Empire State Development Corporation's Division of Minority and Women's Business Development (MWBD) pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:  
NYS Department of Economic Development



Division for Small Business  
30 South Pearl St – 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St – 2<sup>nd</sup> Floor  
Albany, New York 12245  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million: (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State; (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS (NON-FEDERAL AID NEW YORK STATE CONTRACTS).** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

**23. CONTRACT TERMINATION PROVISION.** The State reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with the requirements contained in State Finance Law s §139j and §139k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.

**24. PERSONAL INFORMATION SECURITY.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

**EXHIBIT C**  
**SCOPE OF SERVICES**

**A. PLANNING ASSISTANCE (Category A):**

The twofold purpose of the Category A Tasks is to assist the County in retaining the services of a highly qualified AA/EIS consultant and to establish and implement the program management framework within which the Contractor will assist and support the County over the course of the services under this Agreement.

**(i) Task One - Review of Relevant Background Materials:**

**(a) Background and Historic Information:**

The Contractor shall set the stage for subsequent, detailed examination of the Hub by conducting a review of the multiple and various sources of background and historic information about development in the Hub area. The Contractor shall examine reports and studies that concern transportation and development in the Hub and shall review recent and ongoing development proposals that will influence the travel patterns and travel behavior in the Hub. In addition, the Contractor shall extract key findings from previous studies and reports that influence how the AA/EIS process should proceed.

**(ii) Task Two - Recommendation for Environmental Impact Analysis:**

**(a) Identification of Appropriate Type of Analysis:**

The Contractor shall identify environmental analysis options that may be appropriate and useful for the Hub project, and that will be evaluated for discussion with and consideration by the County, in consultation with the FTA, including, but not limited to the options which listed below and are described in more detail in the Contractors Technical Proposal (incorporated herein by reference and on file with the Department). In addition, the Contractor shall re-evaluate the type of analysis implemented during contract year two (2) and contract year four (4) to determine that the type of analysis is still appropriate to the project and still represents the County's best interests. Following these re-evaluations, the Contractor shall prepare a written memorandum to the County detailing any issues identified.

- (1) Generic EIS
- (2) Tiering
- (3) Categorical Exclusion / Independent Utility

**(b) Implementation of Appropriate Type of Analysis:**

Following County deliberations and consultation with the FTA to concur on the appropriate type of environmental analysis and documentation, the Contractor shall assist the County in implementing the process by identifying elements of the EIS that are critical to its timely implementation and completion and require a "fresh look". In addition, following the re-evaluate of the type of analysis during contract year two (2) and contract year four (4), as detailed above, the Contractor shall assist the County in implementing any revisions identified.

(iii) Task Three - Identify Regulatory Needs:

(a) FTA New Starts/Small Starts:

The Contractor shall possess the experience, detailed knowledge of the requirements, and a big picture understanding of how the pieces fit together in order to identify what it will take for the Hub to advance through the federal maze both successfully and expeditiously. The Contractor shall delineate the New Starts/Small Starts process from planning to Full Funding Grant Agreements (FFGA), identifying the detailed milestones as well as steps that will be needed to reach them along the way. The Contractor shall maintain, throughout the term of this Agreement, a clear understanding of the overall regulatory framework and guidelines and shall assist the County in anticipating developments before they occur, including, but not limited to:

- (1) the ever-changing New Starts/Small Starts project evaluation criteria, measures, and project development process;
- (2) FTA guidelines for travel demand modeling and forecasting, and
- (3) FTA procurement requirements.

(b) Training:

The Contractor shall prepare and administer a one (1) day New Starts/Small Starts training session for senior management and interested elected officials at the outset of the project. This training shall begin at 9:00 A.M. and end at 4:00 P.M. and shall be conducted on a date and at a location agreed upon by the County and the Contractor. This training shall include notebooks that contain key reference material so the County can consult technical material quickly, while at the same time become more familiar with FTA's New Starts policies and procedures.

(c) Federal Acquisition Regulations (FAR), Best Practices Procurement Manual (BPPM) and FTA Circular Compliance:

The contractor shall ensure that all federal procurement rules and regulations, including those covered by FAR, FTA's BPPM and

FTA Circulars are followed in all aspects of the Services and throughout the term of this Agreement.

(d) Federal, State and Local Laws, Rules, and Regulations:

The Contractor shall ensure compliance, throughout the term of this Agreement, with all federal, state and local laws, rules and regulations including, but not limited to the key regulatory requirements listed in the Contractors Technical Proposal (incorporated herein by reference and on file with the Department). The Contractor shall assist the County in obtaining required approvals from and coordination with any and all applicable and/or appropriate jurisdictions, agencies and public or private entities.

(e) Clean Air Act (As Amended) (CAA):

The Contractor shall ensure that the environmental analysis of the project is conducted in accordance with the CAA, specifically with regard to conformity to the CAA and the project's role in the State's Transportation Improvement Plan (TIP) and the State Implementation Plan (SIP).

(f) NEPA and SEQRA Requirements:

(1) NEPA Requirements:

The Contractor shall ensure that the environmental review process generates a range of reasonable alternatives that are evaluated in addition to the proposed project. This will enable the determination of the best option for addressing transportation problems, respecting the community, and protecting the environment. The environmental review process shall be coordinated with the Federal Highway Administration (FHWA) and the New York State Department of Transportation (NYSDOT) in the event that highway or multimodal solutions are determined to be viable options, in addition to transit solutions. If a transit project proposed for FTA New Starts funding emerges as the preferred alternative, the Contractor shall advise the County on how to implement the later stages of the NEPA review process with the New Starts evaluation procedures as required by the FTA.

(2) SEQRA Requirements:

Projects that proceed through Federal environmental review under NEPA with an EIS do not require the preparation of a separate document under SEQRA and the SEQRA requirements are considered to be met through the NEPA process. However, in the event that the NEPA process is conducted through an Environmental Assessment (EA), a

separate document needs to be prepared to satisfy SEQRA requirements. The Contractor shall inform the County that this separate document is required, if circumstances under this Subsection are met, and shall ensure that the County is compliant with all SEQRA rules, regulations and requirements.

- (g) The Contractor shall continuously track the emergence of new legislative initiatives and regulations and identify the consequences in terms of project cost and schedule. The Contractor shall prepare a written memorandum to the County as often as is necessary, but at a minimum one (1) month prior to completion of contract year two (2), one (1) month prior to completion of contract year three (3) and one (1) month prior to completion of contract year five, detailing any new issues, changes, or additions to the regulatory framework and guidelines identified, as well as the impact such issues, changes or additions will have on this Agreement and on the AA/EIS.

(iv) Task Four - Identify FTA Project Comparables:

The Contractor shall identify projects similar in size and scope to the proposed HUB Project for the purpose of identifying best practices and lessons learned, particularly regarding cost overruns or savings, and understanding whether and how these would apply to the Hub project. The Contractor shall focus on completed projects or those that are currently in the FTA New Starts/Small Starts program. Part of the analysis in this Task will concern the AA/DEIS phase of the project.

(v) Task Five - Prepare Summary Memoranda:

The Contractor shall prepare technical memoranda and white papers documenting the information collected under Tasks one through four above related to project background and history, regulating requirements and project comparables for use by the AA/EIS consultant. At a minimum, the following technical memoranda shall be prepared:

(a) Summary of Studies and Background Information for the Hub Area:

This memorandum shall summarize the findings and critical conclusions from Category A, Task One, including, but not limited to the recently completed MIS and the other studies described for Task One, the market study prepared by the Contractor, the Nassau County Master Plan, the Lighthouse EIS, studies from the Long Island Rail Road (LIRR), transit schedule information, demographic information, environmental constraints, etc. This information shall be prepared to assist the AA/EIS consultant as needed, in evaluating and updating the project purpose, project goals and objectives, among other elements of their work.

(b) Environmental Impact Analysis Recommendations:

This memorandum shall summarize the recommendations from Category A, Task Two, including, but not limited to a synopsis of all options considered and the methodology behind the selection of the option(s) for implementation.

(c) Listing of Regulatory Requirements:

Regulatory requirements of New Starts/Small Starts, NEPA and SEQRA and the multiple Federal, New York State and local laws applicable to the Hub project's AA/EIS process and documentation shall be summarized to provide an easily accessible reference for all project participants. Throughout the project's duration, the Contractor shall identify any regulatory changes and their implications for the Hub AA/EIS and New Starts/Small Starts processes and documentation, and will update the memorandum and re-issue it for continued use by the AA/EIS consultant, the County, and the Contractor.

(d) Summary of Project Comparables:

On the basis of the research completed in Category A, Task Four, the Contractor shall prepare a memorandum summarizing comparable projects' lessons learned of pertinence to the Hub AA/EIS, with particularly attention to cost-related considerations and to "best practices" that may be applied for the Hub AA/EIS. At a minimum, the following project-specific information shall be included in the memorandum for each project, as well as any unique project elements that may have pertinence to the Hub project:

- (1) Project name and location
- (2) Purpose and need
- (3) Technology
- (4) Engineering elements
- (5) Costs
- (6) Financing plan
- (7) Ridership
- (8) Project rating
- (9) Project status (i.e. AA, EIS, Final Design)
- (10) Earmark status

(vi) Task Six - Project Development:

The Contractor shall outline the requirements of the AA/EIS in a Project Management Plan (PMP), which shall be the "blueprint" for a successful undertaking. The PMP shall incorporate standard Nassau County internal practices along with guidelines for FTA funded projects. The PMP will present an understanding of the project management issues, and will lay out the process and organizational structure that is used to bring the HUB

project to fruition. The PMP shall be a flexible document that shall be constantly amended throughout the AA/EIS process, whenever appropriate. The overriding objective of the PMP will be to direct the AA/EIS consultant to complete each Task with schedule and budgeting constraints agreed upon at the outset of the project, without compromising the quality of the effort.

Key components of the PMP shall include, but not be limited to:

- (a) Schedule of Tasks and deliverables - The schedule will define start/completion dates for each Task, interface with FTA and other involved agencies, review time, and interrelationships between Tasks and dates for deliverables. The schedule will be developed by the Contractor with input from the County and the AA/EIS consultant. The AA/EIS consultant shall be responsible for providing regular input to the schedule.
- (b) Quality Assurance/Quality Control (QA/QC) Plan -The Contractor shall prepare a QA/QC plan defining functions, procedures and responsibilities for the preparation of each specific Task of the AA/EIS process. At a minimum, there are fifteen (15) elements that shall be considered in the QA/QC plan:
  - (1) Management Responsibility
  - (2) Document Quality Management System
  - (3) Design Control
  - (4) Document Control
  - (5) Purchasing
  - (6) Product Identification
  - (7) Process Control
  - (8) Inspection and Testing
  - (9) Inspection, Measuring and Test Equipment
  - (10) Inspection and Test Status
  - (11) Nonconformance
  - (12) Corrective Action
  - (13) Quality Records
  - (14) Quality Audits
  - (15) Training
- (c) Preparation of Pre-Bid Cost Estimate -The Contractor shall assist the County in the development of a project budget that builds in necessary contingency based on risk. The Contractor will assemble data from other projects in which team members were involved throughout the County, which can be used to guide the development of the AA/EIS consultant project budget.
- (d) Cost and Schedule Control Reports – The Contractor shall constantly monitor cost and schedule for adherence and slippage. The Contractor shall conduct meetings as often as is necessary, but at a minimum bi-weekly to address any scope or budget



issues. If issues occur, the Contractor will work with the AA/EIS consultant to develop strategies to remedy any significant issues.

- (e) Maintenance of Schedule – The Contractor shall develop and maintain the schedule throughout bi-weekly meetings with the AA/EIS consultant.

(vii) Task Seven - Prepare Goals, Objectives, Technical Statement of Work and Legal Guidelines:

(a) Foundation for RFP Development:

In coordination with the County, the Contractor shall develop the goals, objectives, and framework and a technical statement of work to prepare the Request for Proposals (RFP) for the AA/EIS work, as well as the New Starts/Small Starts process for the Nassau Hub project. This work shall build upon the stated goals identified in the MIS but will require another round of agency and public review, for which the Contractor may be asked to assume a leadership role. For each Task or product required by the FTA a specific regulation and guidance will be cited for use in preparation of a scope of work by the AA/EIS consultant. Major products of work will include, but may not be limited to:

- (1) Preparation of the Alternatives Analysis
- (2) Preparation of the Project Management Plan
- (3) Preparation of the New Starts Templates
- (4) Preparation of the appropriate Environmental Documentation
- (5) Preparation of project design to the conceptual level

The RFP shall require that contractors understand the regulations governing the AA, EIS, and New Starts/Small Starts processes and that they provide substantiation of their ability to apply and/or tailor them to the Nassau County Hub project's needs.

The Contractor shall ensure that the preparation of the RFP shall adhere to the following guidelines, at a minimum:

- (1) Federal Transit Administration's 49 U.S.C. Section 5309 Grant Program;
- (2) National Environmental Policy Act (NEPA); and,
- (3) New York State Department of Environmental Conservation Rules and Regulation 6 NYCRR Part 61.7 (SEQRA).

(b) Content and Structure of RFP:

- (1) The Contractor shall assist the County in developing the RFP for solicitation of the consultant to undertake the AA/EIS and New Starts/Small Starts processes and documentation.

- (2) The Contractor shall assist the County in determining the appropriate steps and level of review required based on the specific mode, location and other attributes of the alternative.
- (3) The Contractor shall assist the County in opening a dialogue with other funding agencies and particularly agencies who could partner with the County in terms of constructing and operating a new transit investment.
- (4) The Contractor shall act as the County's partner in terms of negotiating scope and ensuring adherence with specific FTA and NEPA regulations and guidance.

(c) RFP Preparation:

The Contractor shall assist the County in preparing the draft RFP, the cost proposals, and certifications. The Contractor shall work with the County to define the specific requirements for the respondents to include in their RFP responses, which must include, but are not limited to:

- (1) Cost Proposal
- (2) Project Description and Staffing
- (3) Business History Form
- (4) Principal Questionnaire Form
- (5) Standard Clauses for Nassau County Contracts
- (6) HUB Project Background Information
- (7) Equal Employment Opportunities for Minorities and Women
- (8) Local Law No. 19-2003
- (9) Living Wage Certificate of Compliance
- (10) Federal Transit Administration Clauses
- (11) Standard Clauses for New York State Contracts

(viii) Task Eight - Procurement Process Support:

The Contractor shall support the County in the procurement process, commencing with the receipt of respondent proposals.

(a) Evaluation of AA/EIS Proposals:

The Contractor shall assist the County in the evaluation of AA/EIS consultant proposals to ensure selection of the consultant best-suited for the project. Technical and cost proposals shall be evaluated and ranked based on evaluation criteria developed by the County with input from the Contractor. The Contractor shall prepare an evaluation matrix containing the Contractor's suggestions for the County's use.

At a minimum, the Contractor shall assist the County in the evaluation of the following criteria:

(1) Qualifications of Proposed AA/EIS consultant Staff:

For each proposal received, the Contractor shall review the work experience of the staff offered in the proposal, looking particularly for related experience in New Starts/Small Starts, NEPA (specifically FTA) and SEQRA environmental documentation, coordination with FTA, the New York State Historic Preservation Office (NYS SHPO), New York State Department of Transportation (NYSDOT) and other pertinent agencies. Other required experience that will be evaluated by the Contractor shall include successful project management and project controls, public outreach and interagency coordination program development, and technical expertise in all areas of environmental analysis.

(2) Appropriateness and Quality of Firm's Experience:

The Contractor shall rank the general qualifications of each firm, recommending the best-suited to perform the requirements of the RFP based on the appropriateness of the qualifications of each firm and named personnel. The Contractor shall contact all client references and pose specific questions that shall be developed together with the County, in order to successfully identify each firm's level of responsiveness, expertise, and ability to meet schedules and budgets.

(3) Approach and Methodology:

For each proposal received, the Contractor shall review the proposed work plan for comprehensiveness and appropriateness in terms of environmental review and regulatory requirements and compliance with the unique demands of the project. In addition, the Contractor shall evaluate appropriateness of the consultant's team members for their assigned Tasks. The Contractor shall review and rank the PMP of each respondent with emphasis on the proposed project schedule including deliverables and review times, determining whether there is adequate time for the latter.

(4) Cost:

The Contractor shall compare the respondents' cost proposals and determine which proposer provides the most sensible explanation of the cost by task, and the best value - based on respondents' technical scopes of work, qualifications, and experience on projects of similar size and complexity - for the proposed cost.

(5) Minority/Women Owned Business (M/WBE) Participation:

Utilizing County policy regarding M/WBE as a guide, the Contractor shall determine which proposer provides the highest level of M/WBE participation in a way that would add the greatest value to the project.

(b) Preparation of AA/EIS Contract for Services:

In concert with the County, the Contractor shall assist in the development of the contract for services, refining the draft document included in the RFP, if appropriate, with specific emphasis on defining the number of reviews the County will conduct of the deliverables, the number and types of reports expected, number of alternatives to be assessed and number of meetings at which the AA/EIS consultant is expected to attend.

B. TECHNICAL ASSISTANCE AND SUPPORT (Category B):

Tasks and sub-Tasks under Category B are assumed to be performed throughout the term of this Agreement and are not chronologically associated with any other Tasks contained in this Agreement. Under Category B, the Contractor shall support the County in furthering development of the Nassau Hub project with focus on providing oversight of and on-call services support to the AA/EIS consultant, in addition to providing project administration and management support to the County.

(i) Task One - Review Environmental Analysis of Nassau Coliseum Property:

Task Orders under this Task may include, but not be limited to:

(a) Review of Environmental Analyses and Documentation:

The Contractor shall review the baseline data and impact analyses from the Lighthouse project's environmental analysis, as this information may be useful to the AA/EIS consultant. The Contractor shall support the County in providing the AA/EIS consultant with guidance regarding how these data may be incorporated in the development of the future no-build conditions (population, traffic, transit ridership, etc.) for the Hub environmental review.

(b) Coordinated Environmental Reviews:

- (1) The Contractor shall support the County in its review of and coordination with the Lighthouse project's environmental review, both to provide the Lighthouse project's developer with guidance regarding environmental review processes, analysis requirements, and documentation, if required, and to ensure consistency between the two projects' assumptions and data. Since some of the principal environmental concerns for the

Nassau Hub AA/EIS would be identical to those expected to be critical to the Lighthouse project (e.g., traffic, transit, and pedestrian safety), the Contractor shall advise the County of the most efficient way to create a unified network that reconciles (incorporates) data collected and analyses conducted for the Lighthouse project with the Nassau Hub AA/EIS, where feasible in order to enhance the AA/EIS and ensure a more likely scenario that will lead to the definition of a new transit alignment or operation that maximizes utility for the area's existing and future populations.

- (2) The Contractor shall advise the County regarding strategies to address the Lighthouse project without compromising the schedule or integrity of the environmental review of the Hub project.
- (3) The Contractor shall consult with the County and determine if other nearby project studies would yield inputs valuable to the AA/EIS effort. If so, the Contractor shall review these other relevant studies and provide the AA/EIS consultant with guidance as to how to incorporate this information into the alternatives analysis.

(ii) Task Two - Review Draft Work Products and Claims:

Task Orders under this Task may include, but not be limited to:

(a) Review of AA/EIS Work Products:

To assure consistency with all applicable FTA and environmental guidelines, the Contractor shall work with the County to develop an outline of approach for all technical and methodological reports. The Contractor shall be responsible for the distribution of all work products to the appropriate technical expert/team for review and comment. All comments on a specific work product shall be transmitted back to the County within one week. Once reviewed and approved by the County, the comments will be presented to the AA/EIS consultant for response within a three (3)-day period. A revised document shall be resubmitted by the AA/EIS consultant to the Contractor and the County for approval. Each work product will be reviewed by the Contractor and the County for final sign-off.

(b) Review of AA/EIS Consultant's Claims:

To minimize the number of claims and cost overruns, the Contractor shall work with the County to implement cost-control procedures at the beginning of the AA/EIS project. The AA/EIS consultant shall prepare, on a monthly basis at a minimum, a cost-control schedule, which indicates cost or scope slippage for each specific AA and EIS task. This information will be used as the

basis for approval or rejection of claims made by the AA/EIS consultant. The Contractor shall prepare a memo describing the reasons for acceptance or rejection of claims for County review.

(c) Reimbursement of Funds by the FTA:

The Contractor shall assemble all data necessary to support invoices submitted to the FTA for the reimbursement of funds. The Contractor shall introduce budget and schedule tracking measures for the AA/EIS consultant that will produce the information that is necessary to support invoices to the FTA.

(iii) Task Three - As-Needed Technical Assistance and Support:

The Contractor shall continuously track the emergence of new legislative initiatives and regulations, as they relate to the sub Tasks under this section, and shall identify the consequences of any such changes for project delivery in terms of substance, cost and schedule. Upon identification of a change or addition to the documentation, regulations, or laws pertaining to any of the activities under this Task, or any of the other Services included in this Agreement, the Contractor shall notify the County in writing of the change's implications for the Hub project.

Subject to the provisions under this Section and Agreement, the contractor shall provide as-needed support to the County in the following areas, which are more fully described in the Contractors Technical Proposal (incorporated herein by reference and on file with the Department):

(a) Inter-governmental Coordination:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Development of an approach that promotes constant interaction with government officials at all levels.
- (2) Consultations with resource agencies to gain consent and approval of measures to mitigate impacts.
- (3) Develop a schedule and log of meetings along with meeting results, issues, and next steps.
- (4) Extensive interaction occurring during the development of the following Tasks, at minimum:
  - (A) Development of the Statement of Purpose and Need;
  - (B) Development of evaluation criteria;
  - (C) Demand modeling;
  - (D) Screening of alternatives;
  - (E) Definition of the Baseline Alternative;
  - (F) Development of the Locally Preferred Alternative;
  - (G) Scoping;
  - (H) Financial analysis;
  - (I) DEIS review;

- (J) FEIS review; and
- (K) Public Hearings on the DEIS.

(b) SAFETEA-LU (and other applicable federal transportation appropriation bills):

Task Orders under this sub-Task may include, but not be limited to:

- (1) Providing guidance and support to the County on SAFETEA-LU related issues that may arise throughout the AA/EIS New Starts/Small Starts processes.
- (2) Assisting the County in seeking support from its members of Congress to have any and all projects potentially funded with New Starts or Small Starts funds authorized when a new federal surface transportation authorization bill is enacted (in 2009).
- (3) Meeting with Nassau County to provide key guidance throughout the duration of the AA/EIS and New Starts/Small Starts processes.
- (4) Advising the County on major changes and/or updates of the regulations.

(c) New Starts and Small Starts Program Requirements:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Providing advisory services to the County regarding New Starts/Small Starts program requirements including, but not limited to identification of key milestones, dates, deliverables, as well as a strategy for reaching them.
- (2) Preparation of checklists, the development of action plans, or updates on the latest developments with respect to New Starts/Small Starts program guidance or regulatory requirements.

(d) Federal Acquisition Regulation (FAR) and FTA Best Practices Procurement Manual (BPPM):

Task Orders under this sub-Task may include, but not be limited to:

- (1) Assuring that all federal procurement rules and regulations, including those covered by Federal Acquisition Regulations (FAR), FTA's Best Practices Procurement Manual (BPPM) and FTA Circulars, are followed in the development of RFP, the Selection Process and other procurement documents.
- (2) Assuring that any services performed by the selected AA/EIS consultant are consistent with FTA's New Starts/Small Starts regulations.

- (3) Assisting in the coordination of the project with FTA and the FTA's designated recipient for the region.
- (4) Assisting the County in the development of information necessary to file an FTA grant application in the FTA's Grant Management System (TEAM) to fund the services of an AA/EIS contractor.
- (5) Assisting the County in selecting the procurement process for the solicitation of AA/EIS services.
- (6) Developing a Request for Qualifications (RFQ) and/or RFP to solicit AA/EIS services that meets all the requirements of FAR, FTA's BPPM, and FTA Circulars, including goals for DBE/MBE/WBE participation.
- (7) Assuring that all work products called for in the RFQ/RFP and produced by the AA/EIS consultant meet FTA New Starts/Small Starts standards and regulations.
- (8) Assist in the advertisement of the RFQ/RFP solicitation, providing technical assistance with the pre-proposal meeting, answering questions from prospective AA/EIS firms, developing selection criteria and a selection process, assessing proposals, providing technical assistance to shortlist and interview prospective firms, assisting with any Best and Final Offer (BAFO) process, assisting with negotiation of the AA/EIS contract, and assuring that all necessary forms and requirements are met by the Consultant for the execution of the contract.

(e) Traffic Analysis:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Conducting reviews and quality control in support of the County and the AA/EIS consultant's traffic analysis work.
- (2) Reviewing, and/or assisting in the development of the traffic analysis scope; reviewing analyses for use of appropriate models and analytical tools, as well as applicable standards and guidelines, reviewing any assumptions, the validity of data, results, and proposed mitigation; and providing input on the impact to traffic analysis from potential changes to the project or the addition of future no-build projects.
- (3) Reviewing traffic analyses for other projects within the Hub.
- (4) Ensuring the appropriate level of coordination among the AA/EIS consultant's review and relevant stakeholders, including NYSDOT, the Nassau County Department of Public Works, and others.

(f) Traffic Signalization:

Task Orders under this sub-Task may include, but not be limited to:



- (1) Reviewing existing signal systems and developing optimization plans.
- (2) Reviewing signal systems and various improvement plans suggested by others.
- (3) Developing signal systems which are compatible with the proposed Hub.
- (4) Preparing guidelines for development of traffic signal systems for various facilities.
- (5) Coordinating with NYSDOT and other agencies.
- (6) Evaluating and implementing Intelligent Transportation Systems (ITS).

(g) Manual on uniform Traffic Control Devices (MUTCD) Standards:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Reviewing designs prepared by others for their compliance with the MUTCD.
- (2) Preparing of new designs at existing locations/facilities to comply with new MUTCD requirements.
- (3) Developing new designs that incorporate the latest MUTCD design standards.

(h) General Engineering:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Assuring the use of appropriate engineering standards for the design and construction of project elements.
- (2) Identifying appropriate criteria, conflicting or overlapping agency requirements, and developing recommendations on resolving conflicting requirements.
- (3) Assuring engineering compatibility and consistency within all documents.

(i) Roadway Engineering, Design and Construction:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Investigation
- (2) Design and Development/Preliminary Design
- (3) Outreach and Design Approval
- (4) Final Design
- (5) Bid Support
- (6) Construction Support Services

(j) Transit System Engineering, Design and Construction:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Reviewing work products for compliance with standard design practice for the relevant modes.
- (2) Developing more detailed plans and sections for specific locations in the project area where impacts on local communities are most acute should the AA/EIS consultant not do so.
- (3) Providing preliminary constructability comments on the transit routes proposed during the AA/EIS process, and a list of measures that might mitigate problematic areas.
- (4) Determining whether the cost estimate developed by the AA/EIS consultant is reasonable.
- (5) Providing a "top-down" comparison of the AA/EIS cost estimate with actual costs of construction of comparable projects elsewhere, in the form of common metrics such as cost per mile or cost per new transit rider.
- (6) Reviewing draft plans for identification of areas where more detail is required.

(k) Transit-Oriented Development (TOD):

Task Orders under this sub-Task may include, but not be limited to:

- (1) Performing parallel planning in conjunction with the AA/EIS consultant, focusing on locations of potential stations that can influence good transit-oriented development.
- (2) Performing "What if" scenarios on a broad range of station alternatives.
- (3) Conducting a baseline evaluation of zoning and land use regulations for the Hub area to provide a better understanding of what is needed to enhance the region's rating under Federal programs.
- (4) Evaluating current and proposed new development within the Nassau Hub in terms of its contribution to a vibrant, sustainable and livable TOD within the Hub.

(l) Forecasting (including, but not limited to, transit demand, highway demand, socioeconomic, economic, demographic):

Task Orders under this sub-Task may include, but not be limited to:

- (1) Transit Demand Forecasting to assure that the travel forecasting for the Nassau County Hub meets or exceeds FTA's evolving standards including, but not limited to:
  - (A) Reviewing in detail the AA/EIS consultant's Travel Forecasting Work Plan, Quality Control Plan, and Risk Assessment Plan.

- (B) Reviewing forecasted results and procedures (including SUMMIT results and User Benefits calculations) at key milestones.
- (C) Providing the AA/EIS consultant with technical support by participating in review meetings and conference calls with the FTA, and by providing documented advice and guidance on meeting FTA's current and anticipated requirements.
- (D) Reviewing forecasted results and procedures at key milestones.

(2) Highway Demand Forecasting including, but not limited to:

- (A) Conducting reviews and quality control in support of the County and the AA/EIS consultant's highway analysis work.
- (B) Providing input on the appropriate use and application of forecast models; model definition area; model refinement and calibration; and running of the models and interpretation of results.

(3) Forecasting (socioeconomic, economic, demographic) including, but not limited to:

- (A) Evaluating post-census demographic patterns and trends (e.g., population change, age, income, migration patterns, household type, housing type, journey-to-work patterns, labor market and employment, occupational characteristics, etc.) as periodically reported by the American Community Survey.
- (B) Assessing demographic and employment projections, as prepared by the New York Metropolitan Transportation Council (NYMTC) for regional travel demand modeling purposes, as well as projections undertaken by other localities and agencies to ensure that "trend-breaking" policy initiatives are adequately recognized in AA/EIS methodology and final products.

(m) Real Estate Transactions and Legal Services (including, but not limited to, Right-of-Way Acquisition):

Task Orders under this sub-Task may include, but not be limited to:

- (1) Identifying the necessary real estate analyses and transactions arising from the AA/EIS in an effort to assist the County in refining costs of the Hub project.
- (2) Assisting the County with additional configurations and other techniques that will potentially minimize the property takings and acquisition costs.
- (3) Legal services shall not be required under this agreement. Should legal services be required for any reason the County shall provide for said legal services.

(n) Mode Analysis:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Performing additional mode analyses beyond that which is anticipated to be performed by the AA/EIS consultant.

(o) Market Research (quantitative and qualitative):

Task Orders under this sub-Task may include, but not be limited to:

- (1) Preparing a market analysis of land uses associated with specific nodes and transit conditions to identify potential locations for leveraging public investment with private investment.
- (2) Preparing financial analyses using pro-forma development and cash-flow models to compare various project costs and revenues and rates of return, funding opportunities, land use ownership and leasing scenarios. These tools would be used in conjunction with more macro level economic analysis of development opportunities to provide a technical grounding for the project feasibility assessments, investment decision-making and to support potential deal structuring scenarios.
- (3) Identifying user preferences by means of a survey to ascertain origins and destinations of people traveling within the hub and to determine how to increase the attractiveness of the transit system, pricing strategies and service levels.

(p) NEPA Analysis and Oversight:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Preparing Technical Memoranda/White Papers that succinctly identify the issues, their implications for cost and schedule (both for the environmental review as well as overall implementation) and recommending a course of action, based on precedents on other projects and understanding of regulations and trends.
- (2) Preparing recommendations for additional analyses, as necessary, to satisfy FTA requirements in balance with the County's objectives.

(q) SEQRA Analysis and Oversight:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Preparing Technical Memoranda/White Papers that succinctly identify the issues, their implications for cost and schedule (both for the environmental review as well as overall implementation) and recommending a course of action, based on precedents on other projects and understanding of regulations and trends.
  - (2) Providing approaches to reconcile federal, state and local regulations and policies.
  - (3) Preparing recommendations for additional analyses, as necessary, to satisfy FTA requirements in balance with the County's objectives.
- (r) Environmental Mitigation design (including, but not limited to, soil, water, energy, etc.):

Task Orders under this sub-Task may include, but not be limited to:

- (1) Conducting specialty studies to address mitigation requirements including, but limited to Phase 1 Environmental Site assessments, Stage 1A Archaeological Assessments, Wetland Investigation and Delineations and Building Conditions Assessments.
- (s) Environmental Sustainability (including, but not limited to, soil, water, energy, etc.):

Task Orders under this sub-Task may include, but not be limited to:

- (1) Identifying issues for sustainable re-engineering of the Hub Project area through site-specific sustainability recommendations (where the project would require changes to the built condition).
  - (2) Providing area-wide recommendations for establishing a sustainable development framework for the Hub area for new developments as they come on-line and need to be connected to the new transit service, as well as modifications to existing structures and developments.
- (t) Utility Engineering (including, but not limited to, water and energy utilization, conservation, etc.):

Task Orders under this sub-Task may include, but not be limited to:

- (1) Coordinating and designing for relocation of utilities in conflict with construction/reconstruction of transportation facilities where relocation or protection is required, including, but not limited to:

- (A) Locating of existing utilities in proposed areas of construction and identifying new or enhanced utilities proposed to be constructed by utility companies;
  - (B) Company plans and coordination meetings;
  - (C) Exploring utilities identified to be in conflict -through survey, test pits and similar methods to provide sufficient information to identify the extent of the conflict and alternative solutions to resolve the conflict;
  - (D) Developing treatment alternatives, ranging from installation of new facilities, relocation of existing facilities or protection of existing facilities during and after construction;
  - (E) Identifying alternatives' costs, potential fund sources and responsibility for performing utility work (responsibility for the cost is dependent on the location, presence of easements for the utilities and agency funding; similarly performance of the work is dependent on the specifics of the utility, location, type of work. etc.);
  - (F) Providing recommendations on the design of new utility facilities or the relocation/protection of existing utilities, which is also dependent on the type, funding and location of the facilities; and
  - (G) Assessing the alternatives, factors and related issues and providing recommendations to the County as to whether the work is performed by the utility or the contractor (for the Hub) and the relocation schedule of Utility Agreements that must be in place prior to construction.
- (2) Providing new or enhanced utility services to support new facilities constructed as part of the Nassau Hub project including, but not limited to:
- (A) Identifying new or higher capacity utility services required to support Nassau Hub needs.
  - (B) Assessing the size/capacity of new services/facilities that are required.
  - (C) Reviewing utility company designs.
  - (D) Identifying location(s), resolving potential conflicts, funding, design and construction responsibilities within the framework of the applicable rules and requirements of the Public Service Commission, Federal, state and County entities involved.
  - (E) Identifying applications, developing concepts, performing design or reviewing designs by others to maximize conservation of energy use, reuse of water for non-potable uses, and other conservation technologies.
  - (F) Coordinating and interacting with the utility companies.
- (u) Land Use and Zoning Analysis:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Providing technical assistance to the County and to support the AA/EIS consultant in the evaluation of proposed project impacts on land use and zoning.

(v) Architecture:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Assessing the Hub Project's architectural and visual compatibility, in terms of Right-of-Way (ROW) and project facilities, with the diverse range of architectural and visual environments in the Hub area (parks, downtowns, stations, highways, etc.) and with specific guidelines and requirements of the various jurisdictions in the project area, including Nassau County, Towns, Villages, Community Associations, transportation agencies and private development.
- (2) Providing a full range of architecture services, from pre-design project planning through construction documents including, but not limited to schematic design, design development, construction documents, and construction period administration.
- (3) Conducting building condition assessments, historical evaluations, site analyses, building and space programming, constructability analyses, and conceptual planning/design.

(w) Quality Assurance/Quality Control (QA/QC):

Task Orders under this sub-Task may include, but not be limited to:

- (1) QA/QC reviews for the individual Tasks/assignments.
- (2) Revisions and other work to the QA/QC program, as needed or warranted, that are beyond the QA/QC requirements stated elsewhere in this Agreement

(x) Life Cycle Cost Analysis (LCCA):

Task Orders under this sub-Task may include, but not be limited to:

- (1) Reviewing the project alternatives and recommending which alternatives should have a LCCA.
- (2) Reviewing the LCCAs to ensure that all Federal, State and local guidelines were followed, and for completeness and accuracy.

(y) Urban and Suburban Design:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Providing guidance to the County on best practices, as they relate to urban and suburban design.
  - (2) Reviewing new development proposals for appropriate design.
  - (3) Providing professional planning and engineering support on an as-needed basis.
- (z) Green Building (including, but not limited to The U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) for New Construction Rating System, LEED for Neighborhood Development Rating System Pilot Program):

Task Orders under this sub-Task may include, but not be limited to:

- (1) Providing guidance to the County on best practices, as they relate to Green Building.
- (2) Reviewing new development proposals for appropriate design.
- (3) Providing professional planning and engineering support on an as-needed basis.

(aa) Shop Drawing/Final Design Review:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Reviewing and classifying shop drawings for conformance to contract requirements.
- (2) Reviewing final design plans and specifications/bid and construction contract documents, including the contract's cost estimate, for conformance to design criteria established for the project, agency requirements, good engineering practices, safety requirements, appropriate construction practices for maintenance and protection of traffic, materials testing and acceptance, and worker safety.

(bb) Engineering Support for Approvals/Permitting:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Performing engineering and design of information necessary for applications to the New York State Department of Environmental Conservation (NYSDEC) and other regulatory agencies to support the project.
- (2) Drafting applications for wetlands replacement (if appropriate) and preparation of a Stormwater Pollution Plan (SWPPP) to



support temporary construction activities and permanent stormwater discharge permit.

- (3) Preparation of erosion and sedimentation control plans to support the project's construction.

(cc) Cost Estimating:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Assisting the County in reviewing the AA/EIS consultant's proposals relating to cost and schedule and to providing estimates and checking estimates and schedules in order to assist in advancing the next phase of the study and in establishing the most cost-effective and timely resolution of problems revealed by the study.
- (2) Preparing estimates of prices, which are relevant to the New York metropolitan marketplace.

(dd) Value Engineering (VE):

Task Orders under this sub-Task may include, but not be limited to:

- (1) Developing criteria and guidelines for the VE process.
- (2) Monitoring the VE process.
- (3) Evaluating the result(s) of the VE process and making recommendations to the County.

(ee) Systems Design Coordination (SDC):

Task Orders under this sub-Task may include, but not be limited to:

- (1) Identifying, quantifying and then coordinating the individual core design elements that make up each of the three competing transit modes.

(ff) Public Outreach:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Providing public outreach consultation, development, and/or implementation services to ensure effective and productive communication between the County and its AA/EIS consultant and the stakeholders and larger public involved.
- (2) Providing assistance in identifying participating agencies and other affected parties.
- (3) Identifying issues important to the public and assisting Nassau County with developing a communications strategy.

- (4) Website development and hosting.
- (5) Producing visualization services to depict project alternatives.
- (6) Providing support to the AA/EIS consultant in various capacities for the following types of public meetings: workshops, public open houses, public information sessions, Community Advisory Committee meetings, Technical Advisory Committee meetings, public official briefings, small community-group meetings, public hearings, and others.
- (7) Providing public outreach support for events including, but may not be limited to, the following:
  - (A) Public meetings during scoping process
  - (B) Stakeholder engagement meetings throughout the AA and EIS phases
  - (C) Periodically scheduled Technical Advisory Committee (TAC)/Community Advisory Committee (CAC) meetings
  - (D) Public meeting(s) during the AA and EIS phases
  - (E) Small community meetings throughout the AA/EIS process
  - (F) Visioning workshops
  - (G) Public hearings for the DEIS

(gg) Indirect and Cumulative Analysis:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Conducting a full assessment of indirect and cumulative impacts (ICI).
- (2) Providing consultation to guide the County and the AA/EIS consultant through the ICI.

(hh) Risk Analysis/Management:

Task Orders under this sub-Task may include, but not be limited to:

- (1) Continuously monitoring Program risk through quarterly updates to the County and FTA that will project the Estimate At Completion (EAC).
- (2) Recommending corrective actions and creative solutions if a discrepancy emerges in Earned Value and Incurred Costs to ensure that the cause is identified and the gap is addressed.
- (3) Creating an "Early Warning System" consisting of front-loaded Value Engineering.
- (4) Applying the concept of "Adaptive Value Engineering" to protect the County from undue risks.
- (5) Projecting the impact on project schedule and cost from evolving and anticipated regulations and legislation and recommending pre-emptive strategies to address such risks, including, but not limited to reconfiguring project elements and/or phasing of project elements.

- (6) Providing Capital Investment and Cost Benefit analysis for discrete project components.

C. ADMINISTRATIVE SERVICES (Category C):

Tasks and sub-Tasks under Category C are assumed to be throughout the term of the contract and are not chronologically associated with any other Tasks contained in this Agreement.

(i) Administrative Services:

The Contractor shall provide Program Management administrative services throughout the contract term. These administrative services shall include, but may not be limited to cost control, schedule control, financial receipts and disbursements, and others as may be required for the efficient and cost effective conduct of the contract, and to support the Services.

(ii) Secure Sharing of Project Information:

The Contractor shall use and will make available to the County its proprietary secure Internet-based software program, which is called ProjectSolve.

The Contractor shall provide the County with its own page on the Nassau Hub ProjectSolve site, with secure, password protected access, to facilitate the County's own project administration, document storage, collaboration, and communication.

D. REGULAR PROGRESS REPORTING (Category D):

(i) Schedule of Reporting:

The Contractor shall provide the County with monthly and summary quarterly progress reports throughout the contract's term of performance. The Contractor shall provide a prototype progress report to the County following the issuance of a Notice to Proceed, for County review and approval as to content and format.

Progress reports shall be made available to the County both in hard copy and electronically, on the Hub Project ProjectSolve site.

(ii) Progress Reports:

Monthly progress reports shall provide the County with documentation of activities and work completed to date, as of the close of the reporting period; work products submitted and/or finalized during the 4-week period; work scheduled to be initiated, continued or completed during the ensuing 4-week period; substantive issues requiring resolution and identification of parties to be engaged in the resolution; actions required

of the County; estimate of the percentage of work complete, on Task-specific and project basis; cost control report; and project schedule.

Quarterly progress reports shall summarize the previous three months' reporting and analyze and report on project trending, overarching project issues and considerations, and other project summaries, at County request.

#### E. MEETINGS AND EVENTS (Category E):

Under Category E, the Contractor shall implement an "in-reach" program that will educate consultants, contractors, and the Nassau County project team staff on the program's progress and create one voice and one vision for the program.

##### (i) Meeting Attendance and Participation:

The Contractor shall provide attendance and support for all of the following types of meetings, including, but not limited to: project team status meetings, project coordination meetings, public outreach meetings, and discipline meetings. The project management meetings, status and discipline-specific meetings shall occur throughout the duration of the project on a regular basis.

##### (ii) Project Coordination Meetings:

The Contractor shall plan and support project coordination meetings among Nassau County representatives, the Contractor, the AA/EIS consultant and others hired for the Nassau Hub project.

These meetings shall occur on a bi-weekly basis and will cover items including, but not limited to: scope, status of project work, current issues, action items, public outreach, project milestones, environmental analysis, engineering issues, and others.

At the request of the County, the Contractor shall host project coordination meetings at the Contractor's location.

##### (iii) Meeting Minutes:

The Contractor shall draft meeting minutes for all meetings. Draft meeting minutes shall be drafted and distributed to the County within ten (10), or fewer, business days for review. Following any revisions to the draft minutes, final meeting minutes will post on the Hub Project ProjectSolve site for distribution to meeting attendees; minutes will be provided via e-mail and/or hard copy to meeting attendees without access privileges to the ProjectSolve site. Special attention shall be paid to action items in each project coordination meeting, with review of all action items from the previous meeting and reporting on the status of those issues.

(iv) Program Management Staff Attendance at Meetings:

The Contractors Project Manager shall attend all program management meetings, accompanied by the Deputy Project Manager and Project Coordinator, as appropriate. Attendance at meetings shall be limited to staff pertinent to matters on said meeting agenda. The Contractor shall submit to the County the name, title, and purpose of each project staff proposed to attend each meeting, prior to each meeting. The County may choose to limit, at its discretion, which contractor personnel may attend any given meeting. The Contractor shall comply with the County's direction.

#### **EXHIBIT D**

##### **Contractor's Cost Proposal**

References to hourly rates in years three, four and five within this Exhibit are estimated for the purposes of preparing a budget for this Agreement. Rates in years three, four and five of this Agreement shall be actual audited rates, submitted by the Contractor in accordance with Section 3(H) of this Agreement.

**Nissim Eyal Shady, Project Management & AA/FEIS Procurement Assistance**

**Company:**  
**Parsons Brinckerhoff and Team**

Date: 8/15/2005

Phase	Task	Name	Personnel Responsible	PM Contract No.	The Lead Engineer Group, Inc.	Effort Engineering	Special Consulting Overhead and Fee		SYSTEM	CONCRETE CONCRETE FACTOR	Total
							Percent of Fee				
Phase 1	Task 1	Review of Research and Development	211,377	\$0	\$11,379	\$0	25.35	\$0	-	\$0	\$28,395
Phase 2	Task 2	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 3	Task 3	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 4	Task 4	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 5	Task 5	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 6	Task 6	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 7	Task 7	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 8	Task 8	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 9	Task 9	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 10	Task 10	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 11	Task 11	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 12	Task 12	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 13	Task 13	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 14	Task 14	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 15	Task 15	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 16	Task 16	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 17	Task 17	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 18	Task 18	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 19	Task 19	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 20	Task 20	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 21	Task 21	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 22	Task 22	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 23	Task 23	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 24	Task 24	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 25	Task 25	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 26	Task 26	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 27	Task 27	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 28	Task 28	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 29	Task 29	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 30	Task 30	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 31	Task 31	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 32	Task 32	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 33	Task 33	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 34	Task 34	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 35	Task 35	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 36	Task 36	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 37	Task 37	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 38	Task 38	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 39	Task 39	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 40	Task 40	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 41	Task 41	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 42	Task 42	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 43	Task 43	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 44	Task 44	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 45	Task 45	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 46	Task 46	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 47	Task 47	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 48	Task 48	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 49	Task 49	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 50	Task 50	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 51	Task 51	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 52	Task 52	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 53	Task 53	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 54	Task 54	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 55	Task 55	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 56	Task 56	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 57	Task 57	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 58	Task 58	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 59	Task 59	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 60	Task 60	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 61	Task 61	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 62	Task 62	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 63	Task 63	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 64	Task 64	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 65	Task 65	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 66	Task 66	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 67	Task 67	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 68	Task 68	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 69	Task 69	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 70	Task 70	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 71	Task 71	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 72	Task 72	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 73	Task 73	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 74	Task 74	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 75	Task 75	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 76	Task 76	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 77	Task 77	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 78	Task 78	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 79	Task 79	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 80	Task 80	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 81	Task 81	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 82	Task 82	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 83	Task 83	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 84	Task 84	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 85	Task 85	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 86	Task 86	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 87	Task 87	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 88	Task 88	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 89	Task 89	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 90	Task 90	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 91	Task 91	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 92	Task 92	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 93	Task 93	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 94	Task 94	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 95	Task 95	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 96	Task 96	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 97	Task 97	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 98	Task 98	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 99	Task 99	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 100	Task 100	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 101	Task 101	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 102	Task 102	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 103	Task 103	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 104	Task 104	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 105	Task 105	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 106	Task 106	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 107	Task 107	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 108	Task 108	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 109	Task 109	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 110	Task 110	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 111	Task 111	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 112	Task 112	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 113	Task 113	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 114	Task 114	Development of Research and Development	313,573	\$0	\$13,579	\$0	21	\$0	\$0	\$0	\$10,579
Phase 115	Task 115	Development of Research and Development	216,850	\$0	\$26,464	\$0	21	\$0	\$0	\$0	\$39,152
Phase 116	Task 116	Development of Research and Development	321,856	\$0	\$5	\$0	21	\$0	\$0	\$0	\$220,466
Phase 117	Task 117	Development of Research and Development	220,452	\$0	\$16,835	\$0	71.26	\$0	\$0	\$0	\$41,287
Phase 118	Task 118	Development of Research and Development	429,645	\$0	\$26,852	\$0	21	\$0	\$0	\$0	\$12,269
Phase 119	Task 119	Development of Research and Development	313,573	\$0	\$13,579	\$0					

**Nassau Hub Study: Project Management & AA/EIS Procurement Assistance**

**Company:** Parsons Brinckerhoff and Team

**Date:** 8/15/2008

Phase	Task	Name	Total Hours							Total
			Parsons Brinckerhoff	PH Commit Inc.	The Lyons Group, Inc.	Throat Engineering	Sacchetti & Kuff Inc.	SISTRA	TOSCANO CLEMENTE TAYLOR	
Phase I	Task 1	Review of Submittal Background Materials	128.0	0.0	0.0	0.0	0.0	0.0	0.0	256.0
Phase I	Task 2	Recommendation for Environmental Impact Analysis	436.0	0.0	1,300.0	0.0	88.0	0.0	0.0	3,444.0
Phase I	Task 3	Identify Regulatory Needs	852.0	750.0	1,000.0	0.0	0.0	0.0	0.0	5,722.0
Phase I	Task 4	Identify EIA Project Organization	150.0	0.0	0.0	0.0	0.0	0.0	0.0	116.0
Phase I	Task 5	Develop Summary Memorandum	150.0	0.0	150.0	0.0	0.0	0.0	0.0	290.0
Phase I	Task 6	Project Development	3,720.0	0.0	0.0	0.0	0.0	0.0	0.0	1,002.0
Phase I	Task 7	Progress Goals, Objectives, Technical Scope and Legal Considerations	320.0	120.0	300.0	0.0	0.0	0.0	0.0	1,008.0
Phase I	Task 8	Procurement Process Support	250.0	0.0	0.0	0.0	0.0	0.0	0.0	368.0
Phase II	Task 1	Review Environmental Analysis of the Nassau Coliseum Property	88.0	0.0	500.0	0.0	25.0	0.0	0.0	6,336.0
Phase II	Task 2	Review Draft Work Products and Claims	1,700.0	0.0	1,000.0	0.0	0.0	0.0	0.0	14,400.0
Phase II	Task 3	As Needed Technical Assistance and Support	4,800.0	0.0	3,300.0	1,350.0	74.0	2,860.0	0.0	2,700.0
Phase II	Task 4	Administrative Services and Regular Progress Reporting	2,400.0	0.0	0.0	0.0	0.0	0.0	0.0	5,688.0
Phase II	Task 5	Meetings and Reports	4,900.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>Total</b>			<b>17,290.0</b>	<b>1,850.0</b>	<b>4,250.0</b>	<b>1,350.0</b>	<b>1,200.0</b>	<b>5,940.0</b>	<b>980.0</b>	<b>34,874.0</b>



# Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	Parsons Brinckerhoff
Date:	8/15/2008
Total Labor:	\$974,344
Overhead @ 153.40%:	\$1,494,644
Fee:	\$246,899
Direct Expenses:	\$25,575
Total Cost:	\$2,741,463

Task	Enter Rates				
	Yr 1 Hourly Rate	Yr 2 Hourly Rate	Yr 3 Hourly Rate	Yr 4 Hourly Rate	Yr 5 Hourly Rate
PM/DPM	\$96.43	\$96.43	\$100.77	\$105.50	\$110.04
Supervising Planner/Engineer	\$67.83	\$67.83	\$70.88	\$74.07	\$77.47
Senior/Lead Planner/Engineer	\$43.82	\$43.82	\$45.79	\$47.85	\$50.01
Planner/Engineer	\$31.01	\$31.01	\$32.41	\$33.86	\$35.39
Technical Specialist	\$26.10	\$26.10	\$27.27	\$28.50	\$29.78
Support Staff	\$19.51	\$19.51	\$20.39	\$21.31	\$22.26

**Nassau Hub Study, Project Management & AA/SIS Procurement Assistance**

<b>Company:</b>	<b>Paxson Brinkerhoff</b>
<b>Date:</b>	<b>6/15/2008</b>
<b>Total DE:</b>	<b>\$25,595</b>

Phase	Task	Name	Enter Direct Expenses			
			List of Direct Expense Items	Unit Description	# Units	Total Cost
Phase I	Task 1	Review of Relevant Background Materials				\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
			Total Direct Expenses			\$0.00
Phase I	Task 2	Reconciliation for Environmental Impact Analysis				\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
			Total Direct Expenses			\$0.00
Phase I	Task 3	Identify Regulatory Needs				\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
			Total Direct Expenses			\$0.00
Phase I	Task 4	Identify PTA Project Components				\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
			Total Direct Expenses			\$0.00
Phase I	Task 5	Prepare Summary Memorandum				\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
			Total Direct Expenses			\$0.00
Phase I	Task 6	Report Development				\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
			Total Direct Expenses			\$0.00
Phase I	Task 7	Prepare Costs, Objectives, Technical RCD and Legal Guidelines				\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
			Total Direct Expenses			\$0.00
Phase I	Task 8	Revised Process Diagram				\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
			Total Direct Expenses			\$0.00
Phase II	Task 1	Review Environmental Analysis of the Nassau Coliseum Property				\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
			Total Direct Expenses			\$0.00
Phase II	Task 2	Review Draft Work Products and Charts				\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
			Total Direct Expenses			\$0.00
Phase II	Task 3	As-Needed Technical Assistance and Support	Travel	Travel to/from project site	35	\$15.00
			Car Rental	Travel to/from project site	30	\$180.00
			Utilities	Travel to Union NYC	10	\$150.00
			Materials/Supplies		105	\$95.00
						\$0.00
			Total Direct Expenses			\$475.00
Phase II	Task 4	Administration Expenses and Regular Program Reporting	Project Web Site	Annual Fee	5	\$400.00
			Reproduction	Reproduction, Post Exp, etc.	1	\$1,000.00
						\$0.00
						\$0.00
						\$0.00
			Total Direct Expenses			\$1,400.00
Phase II	Task 5	Meetings and Events	Travel	Travel to/from meeting site	300	\$15.00
			Car Rental	Travel to/from meeting site	30	\$180.00
						\$0.00
						\$0.00
						\$0.00
			Total Direct Expenses			\$195.00

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company	Parsons Brinckerhoff
Date	8/15/2008

Phase	Task	Name	PM/DEM Hours	Supervising Planner/Engineer Hours	Senior/Lead Planner/Engineer Hours	Planner/Engineer Hours	Technical Specialist Hours	Support Staff Hours	Total Hours
Phase I	Task 1	Review of Technical Background Materials	8.0	0.0	0.0	0.0	0.0	0.0	8.0
Phase I	Task 2	Recommendation for Environmental Impact Analysis	48.0	0.0	0.0	0.0	0.0	0.0	48.0
Phase I	Task 3	Identify Regulatory Needs	64.0	48.0	0.0	0.0	0.0	0.0	112.0
Phase I	Task 4	Identify FTA Project Components	8.0	4.0	0.0	0.0	0.0	0.0	12.0
Phase I	Task 5	Project Summary/Interim Report	8.0	0.0	0.0	0.0	0.0	0.0	8.0
Phase I	Task 6	Project Description	56.0	256.0	80.0	40.0	0.0	0.0	372.0
Phase I	Task 7	Regulatory Objectives, Technical SOW and Legal Checklist	72.0	112.0	40.0	80.0	0.0	0.0	204.0
Phase I	Task 8	Procurement Process Support	48.0	0.0	0.0	0.0	0.0	0.0	48.0
Phase II	Task 1	Review Developmental Analysis of the Nassau Channel Program	32.0	36.0	48.0	0.0	0.0	0.0	116.0
Phase II	Task 2	Review Draft Work Products and Claims	192.0	512.0	594.0	0.0	0.0	0.0	1298.0
Phase II	Task 3	Use/Need/Technical Assessment and Support	160.0	1408.0	280.0	0.0	0.0	0.0	2048.0
Phase II	Task 4	Administrative Services and Regular Progress Reporting	288.0	0.0	0.0	0.0	0.0	0.0	288.0
Phase II	Task 5	Monitoring and Review	216.0	864.0	144.0	0.0	0.0	0.0	1224.0
Total			3928.0	3162.0	2966.0	3336.0	3128.0	768.0	17290.0

Naseem Habib Study, Project Management & AA/EIS Procurement Assistance

Company:	Parsons Brinckerhoff
Date:	8/15/2008

Phase	Task	Name	PM/OPM Labor Cost	Supervising Planner/Engineer Labor Cost	Senior/Legal Planner/Engineer Labor Cost	Planner/Engineer Labor Cost	Technical Specialist Labor Cost	Support Staff Labor Cost	Total Labor Cost
Phase I	Task 1	Review of Relevant Background Materials	\$771	\$0	\$706	\$1,208	\$1,664	\$468	\$4,225
Phase I	Task 2	Recommendation for Environmental Impact Analysis	\$4,771	\$2,763	\$0	\$466	\$0	\$646	\$8,676
Phase I	Task 3	Identify Regulatory Needs	\$6,459	\$3,357	\$0	\$0	\$0	\$907	\$10,625
Phase I	Task 4	Identify FTR Project Constraints	\$771	\$271	\$0	\$1,240	\$1,044	\$468	\$3,795
Phase I	Task 5	Prepare Summary Memorandum	\$771	\$0	\$231	\$2,481	\$626	\$312	\$4,541
Phase I	Task 6	Project Development	\$3,615	\$3,847	\$3,296	\$1,240	\$22,553	\$0	\$36,749
Phase I	Task 7	Project Goals, Objectives, Technical SOW, and Legal Guidelines	\$7,085	\$2,692	\$1,733	\$2,481	\$496	\$0	\$12,389
Phase I	Task 8	Procurement Process Support	\$3,357	\$3,465	\$0	\$2,481	\$0	\$626	\$12,389
Phase I	Task 9	Review Environmental Analysis of the Naseem Coleman Property	\$3,129	\$1,483	\$1,709	\$0	\$0	\$0	\$5,974
Phase II	Task 1	Review Draft Work Products and Claims	\$19,602	\$3,436	\$24,284	\$18,404	\$0	\$0	\$99,402
Phase II	Task 2	As-needed Technical Assistance and Support	\$102,951	\$73,399	\$11,029	\$45,880	\$11,021	\$4,119	\$276,509
Phase II	Task 3	Administrative Services and Regular Progress Reporting	\$24,431	\$0	\$0	\$32,735	\$27,552	\$8,238	\$92,957
Phase II	Task 4	Meetings and Events	\$219,578	\$57,679	\$44,761	\$0	\$86,539	\$0	\$358,850
Phase II	Task 5								
Total			\$399,383	\$226,400	\$138,292	\$108,676	\$85,997	\$15,685	\$974,344

# Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

<i>Company:</i>	PB Consult Inc.
<i>Date:</i>	8/15/2008
<i>Total Labor:</i>	\$420,700
<i>Overhead*:</i>	\$0
<i>Fee*:</i>	\$0
<i>Direct Expenses:</i>	\$12,640
<i>Total Costs:</i>	\$433,340

Task	Enter Rates				
	Yr 1 Hourly Rate	Yr 2 Hourly Rate	Yr 3 Hourly Rate	Yr 4 Hourly Rate	Yr 5 Hourly Rate
Principal Consultant 2	\$300.00	\$300.00	\$315.00	\$390.00	\$345.00
Consultant 1	\$195.00	\$195.00	\$205.00	\$215.00	\$225.00

\* - PB Consult uses commercial rates

**Nassau Hub Study, Project Management & AA/EIS Procurement Assistance**

Company:	PR Consult Inc.
Date:	8/15/2018
Total DE:	\$12,640

			Enter Direct Expenses				
Phase	Task	Notes	List of Direct Expenses Items	Unit Description	# Units	Unit Cost	Total Cost
Phase 1	Task 1	Review of Relevant Background Materials					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Total Direct Expenses							\$0.00
Phase 2	Task 2	Reconciliation for Environmental Impact Analysis					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Total Direct Expenses							\$0.00
Phase 3	Task 3	Identify Regulatory Needs	Airfare	Cost per Trip	1	\$350.00	\$350.00
			Airfare Ticket	Cost per Trip	1	\$350.00	\$350.00
			Lodging	Cost per Night	4	\$150.00	\$1,400.00
			Meals	Cost per Day	5	\$20.00	\$100.00
			Other Miscellaneous	Subway, Taxi, FedEx, etc.	1	\$250.00	\$250.00
Total Direct Expenses							\$2,650.00
Phase 4	Task 4	Identify EIA Report Components					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Total Direct Expenses							\$0.00
Phase 5	Task 5	Prepare Summary Memorandum					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Total Direct Expenses							\$0.00
Phase 6	Task 6	Project Development					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Total Direct Expenses							\$0.00
Phase 7	Task 7	Prepare Draft Objectives, Technical EIS and Legal Guidelines					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Total Direct Expenses							\$0.00
Phase 8	Task 8	Prepare Draft Process Support					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Total Direct Expenses							\$0.00
Phase 9	Task 9	Review Environmental Analysis of the Nassau College Property					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Total Direct Expenses							\$0.00
Phase 10	Task 10	Review Draft Work Products and Comments					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Total Direct Expenses							\$0.00
Phase 11	Task 11	As-Market Technical Assistance and Support	Airfare	Cost per Trip	3	\$200.00	\$1,400.00
			Airfare Ticket	Cost per Trip	3	\$150.00	\$1,050.00
			Lodging	Cost per Night	10	\$120.00	\$1,200.00
			Meals	Cost per Day	10	\$60.00	\$600.00
			Other Miscellaneous	Subway, Taxi, FedEx, etc.	1	\$150.00	\$150.00
Total Direct Expenses							\$4,400.00
Phase 12	Task 12	Administrative Services and Register Program Registering					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Total Direct Expenses							\$0.00
Phase 13	Task 13	Meetings and Events	Airfare	Cost per Trip	5	\$150.00	\$1,500.00
			Lodging	Cost per Night	5	\$120.00	\$1,200.00
							\$0.00
							\$0.00
							\$0.00
Total Direct Expenses							\$2,700.00

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company	PB Consult Inc.
Date	8/15/2008

Phase	Task	Name	N/A		N/A		N/A		N/A		Total Hours
			Hours	Days	Hours	Days	Hours	Days	Hours	Days	
Phase I	Task 1	Review of relevant history and materials	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 2	Recommendation for Environmental Impact Statement	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 3	Identify Regulatory Needs	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 4	Identify FTA Permitting Requirements	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 5	Prepare Summary Memorandum	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 6	Prepare Permit Application	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 7	Prepare Draft EIS/IS and Legal Conditions	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 8	Procurement Process Support	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 9	Review Environmental Analysis of the Nassau Coliseum Property	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase II	Task 1	Review Draft EIS/IS and Legal Conditions	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase II	Task 2	As Needed Technical Assistance and Support	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase II	Task 3	Administrative Services and Regular Project Reporting	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase II	Task 4	Monitoring and Reporting	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase II	Task 5		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company	PB Consult Inc.
Date	8/5/2008

Phase	Task	Name	Hour Cost	Hour Cost	Hour Cost	Principal Consultant 2	Consultant 1	N/A	N/A	Total Labor Cost
Phase I	Task 1	Review of Relevant Background Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 2	Recommendation for Environmental Impact Analysis	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 3	Identify Regulatory Needs	\$0	\$0	\$0	\$26,200	\$27,500	\$0	\$0	\$53,700
Phase I	Task 4	Identify FTA Project Campuses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 5	Regulatory/Statutory Memorandum	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 6	Project Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 7	Project Goals, Objectives, Technical S/W and Legal Considerations	\$0	\$0	\$0	\$0	\$11,300	\$0	\$0	\$11,300
Phase I	Task 8	Procurement Process Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 1	Review Environmental Analysis of the Nassau Coliseum Property	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 2	Review Draft Work Products and Citations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 3	Advanced Technical Assistance and Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 4	Administrative Services and Regular Progress Reporting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 5	Meetings and Reports	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total			\$0	\$0	\$0	\$247,800	\$172,000	\$0	\$0	\$419,800



# Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	The Louis Berger Group, Inc.
Date:	8/15/2008
Total Labor:	\$322,190
Overhead @ 135.00 %:	\$434,956
Fee:	\$75,715
Direct Expenses:	\$10,124
Total Cost:	\$842,984

Task	Enter Rates				
	Yr 1 Hourly Rate	Yr 2 Hourly Rate	Yr 3 Hourly Rate	Yr 4 Hourly Rate	Yr 5 Hourly Rate
Directors	\$80.50	\$80.50	\$84.52	\$88.75	\$93.18
Technical Managers	\$59.02	\$59.02	\$61.97	\$65.07	\$68.32
Principal <Planners, Scientists, Engineers>	\$42.71	\$42.71	\$44.85	\$47.09	\$49.45
Senior <Planners, Scientists, Engineers>	\$36.85	\$36.85	\$38.69	\$40.63	\$42.66
Planners, Scientists, Engineers	\$24.78	\$24.78	\$26.02	\$27.32	\$28.69
Analysis, Technicians	\$23.43	\$23.43	\$24.60	\$25.83	\$27.12

**Nassau Hub Study, Project Management & AA/EIS Procurement Assistance**

Company:	The Louis Berger Group, Inc.
Date:	6/16/2008
Total DE:	\$10,124

			Direct Project Expenses			
Phase	Task	Name	List of Direct Expenses Items	Unit Description	# Units	Total Cost
Phase I	Task 1	Review of Background Background Materials				\$5.00
						\$5.00
						\$5.00
						\$5.00
						\$5.00
Phase I	Task 2	Recommendations for Environmental Impact Analysis				\$5.00
						\$5.00
						\$5.00
						\$5.00
						\$5.00
Phase I	Task 3	Identify Regulatory Needs				\$5.00
						\$5.00
						\$5.00
						\$5.00
						\$5.00
Phase I	Task 4	Identify Park Project Components				\$5.00
						\$5.00
						\$5.00
						\$5.00
						\$5.00
Phase I	Task 5	Prepare Summary Memorandum				\$5.00
						\$5.00
						\$5.00
						\$5.00
						\$5.00
Phase I	Task 6	Project Coordination				\$5.00
						\$5.00
						\$5.00
						\$5.00
						\$5.00
Phase I	Task 7	Prepare Goals, Objectives, Technical EIS and Legal Guidelines				\$5.00
						\$5.00
						\$5.00
						\$5.00
						\$5.00
Phase I	Task 8	Procurement Process Support				\$5.00
						\$5.00
						\$5.00
						\$5.00
						\$5.00
Phase II	Task 1	Review Environmental Analysis of the Nassau Coliseum Property				\$5.00
						\$5.00
						\$5.00
						\$5.00
						\$5.00
Phase II	Task 2	Review Draft Work Products and Charts				\$5.00
						\$5.00
						\$5.00
						\$5.00
						\$5.00
Phase II	Task 3	Assembled Technical Assistance and Support				\$5.00
						\$5.00
						\$5.00
						\$5.00
						\$5.00
Phase II	Task 4	Administrative Services and Support Project Reporting				\$5.00
						\$5.00
						\$5.00
						\$5.00
						\$5.00
Phase II	Task 5	Meetings and Events				\$5.00
						\$5.00
						\$5.00
						\$5.00
						\$5.00

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company	The Louis Berger Group, Inc.
Date	8/30/2008

Phase	Task	Name	Discipline		Technical Managers		Principal <Planners, Scientists, Engineers>		Senior <Planners, Scientists, Engineers>		Planners, Scientists, Engineers		Analysis Technicians		Total Hours
			Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days			
Phase I	Task 1	Review of Reference Background Materials	72.0	6.0			24.0	4.0	4.0	0.0	0.0	0.0	0.0	92.0	
Phase I	Task 2	Recommendation for Environmental Impact Analysis	40.0	4.0	40.0		40.0	4.0	0.0	0.0	0.0	0.0	0.0	120.0	
Phase I	Task 3	Identify Regulatory Needs	80.0	20.0	80.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	160.0	
Phase I	Task 4	Identify EIA Project Components	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Phase I	Task 5	Prepare Summary Memorandum	54.0	90.0	50.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	154.0	
Phase I	Task 6	Project Development	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Phase I	Task 7	Prepare Guide, Objectives, Technical SOW and Legal Guidelines	40.0	40.0	40.0		200.0	0.0	0.0	0.0	0.0	0.0	0.0	360.0	
Phase I	Task 8	Procurement Process Support	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Phase II	Task 1	Review Environmental Analysis of the Nassau Colonies Property	96.0	240.0	240.0		16.0	0.0	0.0	0.0	0.0	0.0	0.0	504.0	
Phase II	Task 2	Perform Draft Work Products and Change	216.0	480.0	480.0		32.0	0.0	0.0	0.0	0.0	0.0	0.0	1368.0	
Phase II	Task 3	3d Model Technical Assessment and Support	52.0	336.0	440.0		69.0	0.0	0.0	0.0	0.0	0.0	0.0	2792.0	
Phase II	Task 4	Administrative Services and Regular Progress Reporting	60.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	60.0	
Phase II	Task 5	Monitoring and Events	360.0	200.0	80.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	640.0	
Total			1118.0	1612.0	1424.0		924.0		832.0		340.0		6250.0		

Nascent Hub Study, Project Management & AA/EIS Document Assistance

Company: The Louis Berger Group, Inc.

Date: 8/15/2008

Phase	Task	Name	Disciplines					Total Labor Cost
			Director	Technical Manager	Principal Engineer	Senior Engineer	Engineer	
Phase I	Task 1	Review of Release Background Materials	\$666	\$941	\$1,025	\$1,474	\$0	\$4,409
Phase I	Task 2	Recommendation for Environmental Impact Analysis	\$3,220	\$3,343	\$1,709	\$0	\$0	\$7,238
Phase I	Task 3	Identify Regulatory Needs	\$6,440	\$4,222	\$0	\$0	\$0	\$11,161
Phase I	Task 4	Identify FTA Project Constraints	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 5	Prepare Summary Memorandum	\$1,347	\$5,902	\$0	\$0	\$0	\$10,249
Phase I	Task 6	Project Development	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 7	Project Goals, Objectives, Treatment SOW and Legal Constraints	\$3,220	\$7,083	\$5,343	\$0	\$0	\$18,845
Phase I	Task 8	Prevention Process Support	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 1	Review Environmental Analysis of the Nascent Outcome Proposals	\$6,500	\$14,401	\$3,405	\$0	\$0	\$29,907
Phase II	Task 2	Review Task A Work Products and Conclusions	\$18,271	\$23,770	\$21,545	\$7,435	\$0	\$77,021
Phase II	Task 3	As-Named Technical Assistance and Support	\$12,809	\$29,022	\$10,949	\$22,133	\$0	\$111,236
Phase II	Task 4	Administrative Services and Regular Progress Reporting	\$3,129	\$0	\$0	\$0	\$0	\$3,129
Phase II	Task 5	Meetings and Reports	\$20,726	\$12,336	\$3,429	\$0	\$0	\$46,942
Total			\$93,768	\$198,647	\$63,396	\$36,041	\$21,948	\$322,196

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	Hirani Engineering
Date:	8/15/2008
Total Labor:	\$64,655
Overhead @ 127.00%:	\$82,112
Fee:	\$14,677
Direct Expenses:	\$1,550
Total Cost:	\$162,994

Task	Enter Rates				
	Yr 1 Hourly Rate	Yr 2 Hourly Rate	Yr 3 Hourly Rate	Yr 4 Hourly Rate	Yr 5 Hourly Rate
Principal	\$75.00	\$75.00	\$78.00	\$81.12	\$84.36
Environmental Manager	\$52.00	\$52.00	\$54.08	\$56.24	\$58.49
Highway/Traffic Manager	\$52.00	\$52.00	\$54.08	\$56.24	\$58.49
Sr. Engineer	\$46.00	\$46.00	\$47.84	\$49.75	\$51.74
Engineer	\$36.00	\$36.00	\$37.44	\$38.94	\$40.50
Jr. Engineer	\$26.00	\$26.00	\$27.04	\$28.12	\$29.25

Company:	Hiram Engineering
Date:	3/15/2008
Total DE:	\$1,550

138

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	Hirani Engineering
Date:	8/15/2008

Phase	Task	Name	Principle						Total Hours
			Hours	Environmental Manager	Engineer/Trainer	Sr. Engineer	Engineer	Jr. Engineer	
Phase I	Task 1	Review of Relevant Background Materials	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 2	Recommendation for Environmental Impact Analysis	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 3	Identify Logistics Needs	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 4	Identify EIA Project Components	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 5	Prepare Summary Memorandum	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 6	Project Development	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 7	Develop Goals, Objectives, Technical SOV and Legal Guidelines	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 8	Recommend Process Support	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase II	Task 1	Review Environmental Analysis of the Nassau Coliseum Property	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase II	Task 2	Review Draft Work Products and Plans	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase II	Task 3	As Needed Technical Assistance and Support	40.0	160.0	250.0	275.0	375.0	425.0	1525.0
Phase II	Task 4	Administrative Services and Regular Progress Reporting	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Phase II	Task 5	Meetings and Events	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total			40.0	160.0	250.0	275.0	375.0	425.0	1525.0

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	Hinut Engineering
Date:	8/15/2008

Phase	Task	Name	Personnel						Total Labor Cost
			Principal	Environmental Manager	Highway/Traffic Manager	Sr. Engineer	Engineer	Jr. Engineer	
Phase I	Task 1	Review of Relevant Background Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 2	Recommendation for Environmental Impact Analysis	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 3	Identify Regulatory Needs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 4	Identify FTA Project Components	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 5	Prepare Summary Memorandum	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 6	Project Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 7	Prepare CDD's, Objectives, Technical SOW and Logistical Guidelines	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 8	Procurement Process Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 1	Review Environmental Analysis of the Nassau Coliseum Property	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 2	Review Draft Work Products and Plans	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 3	Attend/Attend Technical Assistance and Support	\$3,148	\$8,833	\$13,641	\$13,274	\$14,165	\$11,505	\$64,655
Phase II	Task 4	Administrative Services and Regular Progress Reporting	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 5	Meetings and Events	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total			\$3,148	\$8,833	\$13,641	\$13,274	\$14,165	\$11,505	\$64,655



Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	Saccardi & Schiff, Inc.
Date:	8/15/2008
Total Labor:	\$104,453
Overhead @ 30.00%:	\$31,336
Fee:	\$13,579
Direct Expenses:	\$1,502
Total Costs:	\$150,870

Task	Hourly Rates				
	Yr.1 Hourly Rate	Yr.2 Hourly Rate	Yr.3 Hourly Rate	Yr.4 Hourly Rate	Yr.5 Hourly Rate
Principal	\$142.14	\$142.14	\$147.83	\$153.74	\$159.89
Associate Vice President	\$50.00	\$50.00	\$52.00	\$54.08	\$56.24
Senior Associate	\$40.65	\$40.65	\$42.28	\$43.97	\$45.72
Associate	\$37.09	\$37.09	\$38.57	\$40.12	\$41.72
Graphics	\$37.91	\$37.91	\$39.43	\$41.00	\$42.60

**Naspan Hub Study, Project Management & AA/EIS Procurement Assistance**

Company:	Saccardi & Schiff, Inc.
Date:	8/15/2008
Total DE:	\$1,562

Phase	Task	Name	Enter Direct Expenses				
			List of Direct Expenses Items	Unit Description	# Units	Unit Cost	Total Cost
Phase I	Task 1	Review of Relevant Background Material					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Phase I	Task 2	Recommendation for Emission and Impact Analysis					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Phase I	Task 3	Identify Regulatory Needs					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Phase I	Task 4	Identify EIS Project Components					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Phase I	Task 5	Project Summary Memorandum					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Phase I	Task 6	Project Description					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Phase I	Task 7	Prepare Goals, Objectives, Technical RPO and Legal Guidelines					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Phase I	Task 8	Procurement Process Support					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Phase II	Task 1	Review Environmental Analysis of the Various Offshore Property					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Phase II	Task 2	Review Draft NEPA Findings and Conclusions					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Phase II	Task 3	As Needed Technical Assistance and Support	Representation	Advisory, reports, etc.	1	\$1,000.00	\$1,000.00
			Expense Category	As needed	10	\$50.00	\$500.00
			Travel	Billings	400	\$0.51	\$204.00
							\$0.00
							\$0.00
Phase II	Task 4	Administration System and Regular Progress Reporting					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Phase II	Task 5	Meetings and Reports					\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

Nassau Hub Study, Project Management & AA/ EIS Procurement Assistance

Company:	Saccardi & Schiff, Inc.
Date:	8/15/2008

Phase	Task	Name	Principal					Total Hours
			Hours	Associate	Staff	Associate	Staff	
Phase I	Task 1	Review of Relevant Background Materials	18.0	8.0	24.0	0.0	0.0	48.0
Phase I	Task 2	Recommendation for Environmental Impact Analysis	40.0	0.0	48.0	0.0	0.0	88.0
Phase I	Task 3	Identify Regulatory Needs	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 4	Identify EIA Project Components	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 5	Prepare Summary Memorandum	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 6	Project Development	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 7	Prepare Goals, Objectives, Technical SOW and Legal Considerations	0.0	0.0	0.0	0.0	0.0	0.0
Phase I	Task 8	Procurement Process Support	0.0	0.0	0.0	0.0	0.0	0.0
Phase II	Task 1	Review Environmental Analysis of the Nassau Colonization Property	48.0	40.0	112.0	0.0	0.0	276.0
Phase II	Task 2	Review Draft Work Products and Clients	0.0	0.0	0.0	0.0	0.0	0.0
Phase II	Task 3	As Needed Technical Assistance and Support	336.0	64.0	272.0	0.0	72.0	744.0
Phase II	Task 4	Administrative Services and Regular Progress Reporting	0.0	0.0	0.0	0.0	0.0	0.0
Phase II	Task 5	Meetings and Events	44.0	0.0	40.0	0.0	0.0	84.0
Total			484.0	88.0	496.0	100.0	72.0	1240.0

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company: Saccardi & Schiff, Inc.

Date: 8/15/2008

Phase	Task	Name	Principal Labor Cost	Associate Vice President Labor Cost	Senior Associate Labor Cost	Associate Labor Cost	Graphics Labor Cost	Total Labor Cost
Phase I	Task 1	Review of Reference Background Material	\$3,274	\$400	\$976	\$0	\$0	\$3,650
Phase I	Task 2	Recommendation for Environmental Impact Analysis	\$3,871	\$0	\$2,884	\$0	\$0	\$7,876
Phase I	Task 3	Identify Regulatory Needs	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 4	Identify FTA Project Components	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 5	Prepare Summary Memorandum	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 6	Project Development	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 7	Prepare Goals, Objectives, Technical SOW and Legal Guidelines	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 8	Procurement Process Support	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 1	Review Environmental Analysis of the Nassau Coliseum Property	\$6,823	\$800	\$4,553	\$3,709	\$0	\$15,885
Phase II	Task 2	Review Draft Work Products and Claims	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 3	Assembled Technical Assistance and Support	\$50,706	\$3,397	\$11,856	\$0	\$2,841	\$68,803
Phase II	Task 4	Administrative Services and Regular Progress Reporting	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 5	Meetings and Decons	\$6,234	\$0	\$1,706	\$0	\$0	\$8,241
Total			\$72,209	\$4,597	\$21,097	\$3,709	\$2,841	\$104,453

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	SYSTRA
Date:	8/15/2008
Total Labor:	\$453,440
Overhead @ 157%:	\$7,119
Fec:	\$46,056
Direct Expenses:	\$4,632
Total Cost:	\$511,247

Task	Enter Rates				
	Yr 1 Hourly Rate	Yr 2 Hourly Rate	Yr 3 Hourly Rate	Yr 4 Hourly Rate	Yr 5 Hourly Rate
Senior Planner	\$79.43	\$79.43	\$82.60	\$85.91	\$89.64
Planning Specialist	\$62.58	\$62.58	\$65.08	\$67.69	\$70.39
Transport System Engineer	\$75.14	\$75.14	\$78.15	\$81.27	\$84.52
Transport System Construction Specialist	\$79.73	\$79.73	\$82.92	\$86.24	\$89.69
Transport System Operations Specialist	\$68.18	\$68.18	\$70.90	\$73.74	\$76.69

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	SYSTRA
Date:	6/15/2008
Total DE:	\$4,632

			Direct Expenses			
Phase	Task	Name	List of Direct Expenses Items	Unit Description	# Units	Total Cost
Phase I	Task 1	Review of Relevant Background Materials				\$5.00
						\$5.00
						\$5.00
						\$5.00
			Total Direct Expenses			\$20.00
Phase I	Task 2	Recommendations for Environmental Impact Analysis				\$5.00
						\$5.00
						\$5.00
						\$5.00
			Total Direct Expenses			\$20.00
Phase I	Task 3	Identify Regulatory Needs				\$5.00
						\$5.00
						\$5.00
						\$5.00
			Total Direct Expenses			\$20.00
Phase I	Task 4	Identify FTA Project Components				\$5.00
						\$5.00
						\$5.00
						\$5.00
			Total Direct Expenses			\$20.00
Phase I	Task 5	Prepare Summary Memorandum				\$5.00
						\$5.00
						\$5.00
						\$5.00
			Total Direct Expenses			\$20.00
Phase I	Task 6	Project Development				\$5.00
						\$5.00
						\$5.00
						\$5.00
			Total Direct Expenses			\$20.00
Phase I	Task 7	Prepare Costs, Objectives, Technical Scope and Legal Guidelines	Printing	page	1000	\$20.00
						\$5.00
						\$5.00
						\$5.00
			Total Direct Expenses			\$40.00
Phase I	Task 8	Transportation Policies Support	Printing	page	200	\$10.00
			Total	doc	5	\$10.00
						\$5.00
						\$5.00
			Total Direct Expenses			\$40.00
Phase II	Task 1	Review Environmental Analysis of the Nassau Children's Property				\$5.00
						\$5.00
						\$5.00
						\$5.00
			Total Direct Expenses			\$20.00
Phase II	Task 2	Review Draft Work Product and Clarify	Printing	page	3000	\$150.00
			Total	doc	12	\$60.00
						\$5.00
						\$5.00
			Total Direct Expenses			\$210.00
Phase II	Task 3	As-Needed Technical Assistance and Support	Printing	page	2000	\$100.00
			Total	doc	40	\$80.00
						\$5.00
						\$5.00
			Total Direct Expenses			\$190.00
Phase II	Task 4	Administrative Review and Regular Progress Monitoring				\$5.00
						\$5.00
						\$5.00
						\$5.00
			Total Direct Expenses			\$20.00
Phase II	Task 5	Meetings and Briefs				\$5.00
						\$5.00
						\$5.00
						\$5.00
			Total Direct Expenses			\$20.00

**Nassau Hub Study, Project Management & AA/EIS Procurement Assistance**

<i>Company:</i>	SYSTIRA
<i>Date:</i>	8/15/2008

Phase	Task	Name	Senior Planner				
			Hours	Planning Specialist	Transit System Engineer	Transit System Construction Specialist	Transit System Operations Specialist
Phase I	Task 1	Review of Relevant Background Materials	0.0	0.0	0.0	0.0	0.0
Phase I	Task 2	Recommendations for Environmental Impact Analysis	0.0	0.0	0.0	0.0	0.0
Phase I	Task 3	Identify Regulatory Needs	0.0	0.0	0.0	0.0	0.0
Phase I	Task 4	Identify FTA Project Components	0.0	0.0	0.0	0.0	0.0
Phase I	Task 5	Prepare Summary Memorandum	0.0	0.0	0.0	0.0	0.0
Phase I	Task 6	Project ID# Assignment	16.0	16.0	16.0	16.0	16.0
Phase I	Task 7	Prepare Goals, Objectives, Technical SOW and Legal Guidelines	40.0	40.0	40.0	40.0	40.0
Phase I	Task 8	Procurement Process Support	20.0	40.0	40.0	40.0	40.0
Phase II	Task 1	Review Environmental Analysis of the Nassau Cruise Ship Property	0.0	0.0	0.0	0.0	0.0
Phase II	Task 2	Review Draft Work Provisions and Claims	480.0	480.0	520.0	480.0	500.0
Phase II	Task 3	As-Needed Technical Assistance and Support	600.0	700.0	700.0	560.0	600.0
Phase II	Task 4	Administrative Services and Regular Progress Reporting	0.0	0.0	0.0	0.0	0.0
Phase II	Task 5	Meetings and Events	0.0	0.0	0.0	0.0	0.0
<b>Total</b>			<b>1156.0</b>	<b>1283.0</b>	<b>1316.0</b>	<b>936.0</b>	<b>1256.0</b>

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company:	SYSIRA
Date:	8/15/2008

Phase	Task	Name	Senior Planner	Planning Specialist	Transt System Engineer	Transt System Construction Specialist	Transt System Operations Specialist	Total Labor Cost
			Labor Cost	Labor Cost	Labor Cost	Labor Cost	Labor Cost	
Phase I	Task 1	Review of Relevant Background Materials	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 2	Recommendation for Environmental Impact Analysis	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 3	Identify Regulatory Needs	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 4	Identify FTA Project Components	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 5	Prepare Summary Memorandum	\$0	\$0	\$0	\$0	\$0	\$0
Phase I	Task 6	Project Development	\$1,271	\$1,004	\$1,202	\$1,276	\$1,093	\$5,841
Phase I	Task 7	Prepare Goals, Objectives, Technical SOV and Legal Guidelines	\$8,173	\$2,553	\$3,006	\$3,889	\$2,727	\$14,602
Phase I	Task 8	Procurement Process Support	\$1,589	\$2,543	\$3,006	\$3,889	\$2,727	\$13,814
Phase II	Task 1	Review Procurement Analysis of the Nassau Collection Property	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 2	Review Draft Work Product and Claims	\$40,510	\$31,689	\$11,513	\$80,630	\$40,531	\$195,102
Phase II	Task 3	As Needed Technical Assistance and Support	\$30,044	\$45,132	\$35,101	\$50,859	\$42,223	\$224,881
Phase II	Task 4	Administrative Services and Regular Progress Reporting	\$0	\$0	\$0	\$0	\$0	\$0
Phase II	Task 5	Meetings and Experts	\$0	\$0	\$0	\$0	\$0	\$0
Total			\$96,557	\$84,033	\$103,947	\$78,873	\$89,999	\$453,410



Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company	IOSCANO CLEMENTS TAYLOR
Date	8/15/2008
Total Labor	\$53,431
Overhead @ 150.00%	\$80,147
Fee	\$13,358
Direct Expenses	\$0
Total Cost	\$146,936

Task	Future Rates				
	Yr 1 Hourly Rate	Yr 2 Hourly Rate	Yr 3 Hourly Rate	Yr 4 Hourly Rate	Yr 5 Hourly Rate
Cost Manager	\$96.15	\$96.15	\$100.25	\$106.24	\$110.50
Senior Cost Estimator	\$52.88	\$52.88	\$55.52	\$58.30	\$61.22
Junior Cost Estimator	\$40.87	\$40.87	\$42.91	\$45.05	\$47.30
Senior Scheduler	\$60.10	\$60.10	\$63.40	\$66.25	\$69.56

**Nassau Hub Study, Project Management & AA/EIS Procurement Assistance**

Company:	TOSCANO CLEMENTS TAYLOR
Date:	8/15/2008
Total DE:	\$0

Phase	Task	Name	List of Direct Expenses Items	Unit Description	# Units	Unit Cost	Total Cost	
							Phase I	Phase II
Phase I	Task 1	Review of Relevant Background Materials					\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Phase I	Task 2	Recommendation for Environmental Impact Analysis					\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Phase I	Task 3	Identify Regulatory Needs					\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Phase I	Task 4	Identify EIA Policy Corporations					\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Phase I	Task 5	Project Summary Memorandum					\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Phase I	Task 6	Project Completion					\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Phase I	Task 7	Project Data, Comments, Technical, SOI and Legal Questions					\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Phase I	Task 8	Environmental Process Support					\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Phase II	Task 1	Review Environmental Analysis of the Nassau Citizens Inquiry					\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Phase II	Task 2	Review Draft Work Products and Changes					\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Phase II	Task 3	As-Needed Technical Assistance and Support					\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Phase II	Task 4	Administrative Services and Regulatory Process Reporting					\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Phase II	Task 5	Meetings and Events					\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	

Nassau Hub Study: Project Management & AA/EIS Procurement Assistance

Company:	TOSCANO CLEMENTS TAYLOR
Date:	8/15/2008

Phase	Task	Name	Cost Manager	Senior Cost Estimator	Junior Cost Estimator	Senior Scheduler	Total Hours
Phase I	Task 1	Review of Reference Background Materials	0.0	4.0	0.0	0.0	0.0
Phase I	Task 2	Recommendation for Environmental Impact Analysis	0.0	0.0	0.0	0.0	0.0
Phase I	Task 3	Identify Regulatory Needs	0.0	0.0	0.0	0.0	0.0
Phase I	Task 4	Identify EIA Project Characteristics	0.0	0.0	0.0	0.0	0.0
Phase I	Task 5	Prepare Summary Memorandum	0.0	0.0	0.0	0.0	0.0
Phase I	Task 6	Project Development	0.0	0.0	0.0	0.0	0.0
Phase I	Task 7	Prepare Goals, Objectives, Technical SOW, and Legal Certificates	0.0	0.0	0.0	0.0	0.0
Phase I	Task 8	Procurement Process Support	0.0	0.0	0.0	0.0	0.0
Phase I	Task 9	Review by third parties, analysis of the Nassau Collision Property	0.0	0.0	0.0	0.0	0.0
Phase II	Task 1	Review Draft Work Products and Outputs	0.0	0.0	0.0	0.0	0.0
Phase II	Task 2	As-Needed Technical Assistance and Support	0.0	0.0	0.0	0.0	0.0
Phase II	Task 3	Administrative Services and Regular Progress Reporting	0.0	35.0	0.0	0.0	35.0
Phase II	Task 4	Administrative Services and Regular Progress Reporting	0.0	0.0	0.0	0.0	0.0
Phase II	Task 5	Meetings and Events	0.0	0.0	0.0	0.0	0.0
Total			50.0	352.0	360.0	200.0	962.0

Nassau Hub Study, Project Management & AA/EIS Procurement Assistance

Company: TOSCANO CLEMENTS TAYLOR

Date: 8/15/2008

Phase	Task	Name	Cost Manager				Total Labor Cost
			Labor Cost	Senior Cost Estimator	Junior Cost Estimator	Senior Scheduler	
Phase I	Task 1	Review of Relevant Background Materials	\$0	\$0	\$0	\$0	\$0
Phase I	Task 2	Recommendation for Environmental Impact Analysis	\$0	\$0	\$0	\$0	\$0
Phase I	Task 3	Identify Regulatory Needs	\$0	\$0	\$0	\$0	\$0
Phase I	Task 4	Identify VTA Project Components	\$0	\$0	\$0	\$0	\$0
Phase I	Task 5	Prepare Summary Memorandum	\$0	\$0	\$0	\$0	\$0
Phase I	Task 6	Project Development	\$0	\$0	\$0	\$0	\$0
Phase I	Task 7	Prepare Goals, Objectives, Technical SOW and Legal Guidelines	\$0	\$0	\$0	\$0	\$0
Phase I	Task 8	Procurement Process Support	\$0	\$0	\$0	\$0	\$0
Phase I	Task 1	Review Environmental Analysis of the Nassau Coliseum Property	\$0	\$0	\$0	\$0	\$0
Phase II	Task 2	Review Draft Work Products and Claims	\$5,053	\$19,859	\$45,725	\$12,764	\$53,431
Phase II	Task 3	As Needed Technical Assistance and Support	\$0	\$0	\$0	\$0	\$0
Phase II	Task 4	Administrative Services and Regular Progress Reporting	\$0	\$0	\$0	\$0	\$0
Phase II	Task 5	Meetings and Reports	\$5,083	\$19,859	\$15,725	\$12,764	\$53,431
Total							