



Certified: --

E-2-24

FILED WITH THE NASSAU COUNTY CLERK OF THE
LEGISLATURE DECEMBER 29TH, 2023
11:05 AM

NIFS ID: CFPW23000030

Capital: X

Contract ID #: CFPW23000030

NIFS Entry Date: 07/05/2023

Department: Public Works

Service: Traffic Engineering On Call Services T62500-04DWS

Term: 5 years from NTP

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	Yes
4) Significant Adverse Information Identified? (if yes, attach memo):	Yes
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: WSP USA Inc.	ID#: 111531569
Main Address: One Penn Plaza New York, NY 10119	
Main Contact: Laura Unger	
Main Phone: (206) 382-5282	

Department:
Contact Name: Michael Hagan
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: (516) 571-7019
Email: cpetrucci@nassaucountyny.gov, ldionisio@nassaucountyny.gov, Ekobel@nassaucountyny.gov,

Contract Summary

Purpose: The purpose of this contract is to provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit. The services typically provided under an "On-Call" Services agreement include general traffic engineering, inspection, drafting, data collection, traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, preparation and/or review of traffic impact studies, design of traffic calming measures and asset management system development.

Method of Procurement: A formal Request for Proposals (RFP) process was conducted to procure the services.

Procurement History: An RFP was released on June 22, 2022 and was advertised in Newsday, NYS Contract Reporter and on the County web site. Proposals were received from seventeen (17) firms on August 31, 2022. A team of three (3) engineers, from DPW's Traffic Engineering Unit including Harold T. Lutz, Director of Traffic Engineering, Christopher Liberti, Traffic Engineer III and Michael Hagan, Traffic Engineer III, conducted the selection process and established a technical ranking based on proposals. It should be noted no specific cost proposals were requested with this RFP since the services are of an "on-Call" nature and a specific scope of work cannot be defined. As a result of the scoring, the top ten (10) firms who represented the highest technical rating were

selected.

Description of General Provisions: The selected Firms will provide traffic engineering services on an "on-call" basis. Specific work requests will be conveyed to each selected firm, who will then provide a scope of work to provide the services requested. A specific scope of work will be developed for each proposed item of work. The Firms will be reimbursed for direct labor costs based on approved wage rates and the agreed upon multiplier. The term of the Agreement is five (5) years.

Impact on Funding / Price Analysis: Funding for this Agreement is available from Project Number 62500. The funding source will depend on the proposed scope of services. The maximum dollar cap of Ten Million Five Hundred Thousand Dollars \$10,500,000.00 is set for agreement. \$150,000 is being encumbered at this time.

Change in Contract from Prior Procurement: None

Recommendation: Approve as submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 62500 013	01	\$150,000.00
Project Number		62500						
Project Detail		013						
TOTAL							\$150,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$150,000.00
Other	\$0.00
Total	\$150,000.00

Routing Slip

Department			
NIFS Entry	Roseann D'Alleva	11/01/2023 05:39PM	Approved
NIFS Final Approval	Roseann D'Alleva	11/01/2023 05:39PM	Approved
Final Approval	Roseann D'Alleva	11/01/2023 05:39PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	11/02/2023 03:34PM	Approved
Final Approval	Roseann D'Alleva	11/02/2023 03:34PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	11/02/2023 03:49PM	Approved
Approval as to Form	Thomas Montefinise	11/06/2023 11:55AM	Approved
NIFS Approval	Mary Nori	11/10/2023 05:10PM	Approved
Final Approval	Mary Nori	11/10/2023 05:10PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	11/02/2023 03:41PM	Approved
NIFA Approval	Christopher Nolan	11/10/2023 02:59PM	Approved
Final Approval	Christopher Nolan	11/10/2023 02:59PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	11/13/2023 12:19PM	Approved
DCE Compliance Approval	Robert Cleary	11/20/2023 12:59PM	Approved
Vertical DCE Approval	Arthur Walsh	11/27/2023 04:07PM	Approved
Final Approval	Arthur Walsh	11/27/2023 04:07PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	12/29/2023 10:53AM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2024

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

WHEREAS, the County negotiated a personal services agreement with WSP USA Inc. for services in connection with On-Call Traffic Engineering Services, a copy of which is on file with the Clerk of the Legislature; NOW, THEREFORE, be it

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

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and 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 County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) WSP USA, Inc., having its principal office at One Penn Plaza, New York, New York 10119 (the "Firm" or the "Contractor").

WITNESSETH:

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

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the five (5) year anniversary of the Commencement Date, (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement twice (2) for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the Expiration Date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of but may not be limited to engineering, design, inspection, data collection, traffic analyses, CAD drafting, surveys, traffic impact analyses, traffic counting, traffic studies, traffic calming studies, transportation planning, providing traffic engineers, ITS Specialists, CAD Operators and technicians, and any other services necessary to address a wide variety of traffic engineering projects and assignments. The specific work divisions and deliverables related to this project are to be considered "On-Call" in nature and will be more particularly described in the "Detailed Scope of Services," provided with each solicitation for work under this agreement. Each request for work will be attached hereto and hereby be made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra

Services” means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm’s services under this Agreement shall be payable as set forth in the “Payment Schedule,” attached hereto and made hereby part hereof as Exhibit “B”. Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm’s services under this Agreement, including any Extra Services and/or Services During Construction that may be so authorized, shall not exceed Ten Million Five Hundred Thousand Dollars (\$10,500,000.00).

(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 (the “Voucher”) in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a progress report, in a form satisfactory to the County, indicating the percentage and description of work completed and other documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the “Comptroller”).

(c) Timing of Payment Claims. The 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.

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

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the 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.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

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

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

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

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

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

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

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

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

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, 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 Appendix EE attached hereto and with the County's 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) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The 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) **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.

(e) **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.

8. **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 practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. **Indemnification; Defense; Cooperation.**

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, 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 coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

13. Termination.

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

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

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

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

14. 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 County Comptroller, the County Attorney's Office, 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.

15. 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.

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

17. All Legal Provisions Deemed Included; 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) In the event of a conflict between the terms and conditions 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.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

18. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

19. 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 and other governmental 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.

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

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

WSP USA, Inc.

By: 

Name: David Weiss

Sr. Vice President

Title: NY Transportation Business Lead

Date: 4/25/23

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

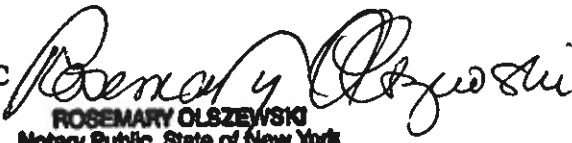
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:
COUNTY OF N.Y.)

On the 25 day of April in the year 2023 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; that he or she is the Sr. Vice President 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.

NOTARY PUBLIC


ROSEMARY OLSZEWSKI
Notary Public, State of New York
No. 01 OL8429888
Qualified in Queens County
Commission Expires February 22, 2026

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Exhibit “A”

Detailed Scope of Services

1. **Scope of Services.**

These services may involve, but are not limited to, engineering, design, inspection, data collection, traffic analyses, CAD drafting, surveys, traffic impact analyses, traffic counting, traffic studies, traffic calming studies, transportation planning, providing traffic engineers, ITS Specialists, CAD Operators and technicians, and any other services necessary to address a wide variety of traffic engineering projects and assignments. The scope of services required for a particular project will be identified, described in writing and distributed to the Firm for consideration. Each firm will submit a letter proposal for review/evaluation by the Department. The letter proposal shall include, but not limited to, proposed staffing resumes. The selected firm shall abide by all aspects of the response provided in the letter proposal. After review of the letter proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence work.

2. **Notification.**

The Firm agrees to review the County’s request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of the Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

3. **Task Order Procedures.**

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

A. **Task Order Issuance and Submission of Proposal**

In the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the “Task Order”) that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. The Department may send the Task Order to the Firm. If the Task order is sent to the Firm, the Firm shall:

1. Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department’s issuance of the Task Order; and
2. Submit to the Department a task order proposal (the “Proposal”) within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order. If no due date for the Proposal is specified in the task order, such due date shall be (1) month from the date the Task order was sent by the Department to the Firm.

B. Department Review of Cost Proposal

1. The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.
2. The Commissioner of the Department shall notify the Firm in writing of the Department's determination and, if the Proposal is accepted by the Department, the Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that apply.

Exhibit “B”

Payment Schedule

Payment to the Firm for all services that may be authorized under this Agreement, shall be made as follows:

Compensation for services provided under the terms of this Agreement will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the service, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier. The method of determining compensation shall be established by the County for each project and set forth in the County's written request for a proposal and cost estimate.

Payments to Firm When Services Are Compensated “On the Basis of Salary Multiplier”

With regard to any task for which payment is contemplated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. It is the County's intention that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.

The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with the Firm's submitted rates from the submitted proposal. For employees that receive an actual promotion, the Firm may request a salary increase. This shall be submitted in writing to the County one month prior to the effective date of such an increase. The County will make a determination on a case by case basis in approving increases for promotions. The Firm may submit in writing a request for a new employee by to the Department prior to the effective start date of employee and is subject to written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. All overtime requests must be submitted to the Department for approval in advance. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred.

Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed two hundred and twenty-five dollars (\$225.00).

Out-of-Pocket Expenses:

The Firm shall be reimbursed for the actual cost of “out-of-pocket” expenses that have been approved in writing by the Commissioner of Public Works. Traveling cost for reporting to site is not considered out-of-pocket.

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

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

Subcontractor Costs and Subconsultant Charges:

1. Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm.
2. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.
3. The Firm shall be further reimbursed for the actual out-of-pocket expenses, as outline above, for subconsultants and subcontractors when authorized in writing by the Commissioner.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by

the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Contract Appendix L
Certificate of Compliance

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

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

Bernard P. McNeilly (Name)
New York, New York (Address)
212-465-5000 (Telephone Number)

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

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.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action x has has not been commenced against or relating to the Proposer/Bidder 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:

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.

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

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

Bernard P. McNeilly 4/26/23
Dated
Signature of Chief Executive Officer

Bernard McNeilly
Name of Chief Executive Officer

Sworn to before me this

26th day of April, 2023.

Rosemary Olszewski
Notary Public

ROSEMARY OLSZEWSKI
Notary Public, State of New York
No. 01 OL6429686
Qualified in Queens County
Commission Expires February 22, 2026

“On-Call” Traffic Engineering Services

August 31, 2022



Submitted to Submitted by





August 31, 2022

Loretta Dionisio and Elizabeth Kobel
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Re: PW-T62500-04D: "On-Call" Traffic Engineering Services - Cost Proposal

Dear Ms. Dionisio and Ms. Kobel,

Please find enclosed our Cost Proposal for the above-referenced project. It includes an Hourly Rate Schedule listing the hourly rates and job classifications for WSP and subconsultant staff. Our Cost Proposal also includes a table listing WSP's multiplier for each service included in the RFP, as well as each subconsultants' multipliers for the services they will be supporting.

WSP [REDACTED] looks forward to the opportunity to work with you on this contract. If you have any questions or require any additional information, please do not hesitate to contact me directly at **David.Weiss@wsp.com** or **(914) 449- 9105**, or reach out to our proposed **Project Manager Aryeh Lemberger Aryeh.Lemberger@wsp.com** or **(212) 631-3718**.

Sincerely,

WSP USA, Inc.

David Weiss, PE
Principal-in-Charge

Aryeh Lemberger, AICP
Project Manager

HOURLY RATE SCHEDULE

Employee	Job Classification	Base Year Hourly Wage Rate (Fully Loaded))	Year 2 Hourly Wage Rate (Fully Loaded)	Year 3 Hourly Wage Rate (Fully Loaded)	Year 4 Hourly Wage Rate (Fully Loaded)	Year 5 Hourly Wage Rate (Fully Loaded)	Option Year 6 Hourly Wage Rate (Fully Loaded)	Option Year 7 Hourly Wage Rate (Fully Loaded)
WSP								
Aryeh Lemberger, AICP	Project Manager							
Yehya Asker, PE, PTOE	QA/QC							
Regan McKendry, PE, PTOE	Technical Lead							
Victor Teglas, PE	Technical Lead							
Oliver Ernhofer	Technical Lead							
James Allen, PE	Technical Lead							
Kyle Henshaw, PE	Civil Engineer I							
Minah Lee, PE	Civil Engineer II							
Mike Barbagallo, PE	Civil Engineer III							
Cole Jordan	Traffic Engineer I							
Maddy Burdick	Traffic Engineer II							
Ethan Smolinsky	Traffic Engineer II							
Kam Tabrizi	Traffic Engineer II							
Adrian Jarrett	Traffic Engineer III							
Peter Mancuso, PE	Lead Traffic Engineer							
Katherine Craig, PE, PTOE	Lead Traffic Engineer							
Hassan Homami, PE	Senior Traffic Engineer							
Luc Senh	Sr. Supervising Traffic Engineer							
Rachel Van Metre	Transportation Planner I							
Matt Cunningham, AICP	Transportation Planner II							
Alexandra Derian, AICP	Transportation Planner II							
Kevin Maddox	Transportation Planner III							
Phenvana Panpradith	Transportation Planner III							
Christopher Ell	Transportation Planner III							
TBD	Project Accountant							
KLD								
Kevin Weinisch, PE	Senior Vice President							
Satya Muthuswamy, PE, PTOE	President							
Susan Thomas, PE, PMP	Vice President							
Jinil Chang, PhD, PE	Chief Traffic Engineer							
Rebecca Weinisch, PE, PTOE	Senior Project Manager							

Employee	Job Classification	Base Year Hourly Wage Rate (Fully Loaded))	Year 2 Hourly Wage Rate (Fully Loaded)	Year 3 Hourly Wage Rate (Fully Loaded)	Year 4 Hourly Wage Rate (Fully Loaded)	Year 5 Hourly Wage Rate (Fully Loaded)	Option Year 6 Hourly Wage Rate (Fully Loaded)	Option Year 7 Hourly Wage Rate (Fully Loaded)
Paul Brueckner	Project Manager							
Brandon Allen, PE	Project Manager							
Ryan (Xuanwu) Chen, PhD	Senior Traffic Engineer							
Satyavardhan Gogineni, PE	Senior Traffic Engineer							
Lorena Moschetta, PE	Project Manager							
Mike Giambrone	Systems Administrator							
Efe Tuncer	Senior Traffic Engineer							
Chris Plante	Senior Traffic Analyst							
Amy (Zhuoxing) Jiang, GISP	GIS Specialist II							
Hasan Md Moonam, PE	Traffic Engineer							
Furat Salman	Traffic Engineer							
Bipul Mainali, PE	Traffic Engineer							
Guanqi Liu, PhD	Traffic Engineer							
Md Abdur Rab, PE	Traffic Engineer							
Gayatri Narayan	Traffic Engineer							
Babak Mirzazadeh	Traffic Engineer							
Brian Halpin	Traffic Engineer							
M&J								
Arnold Rubenstein, PE	Project Manager							
Kushal Patel, PE	Lead Traffic Designer							
Nicole Rawlins	Lead Traffic Designer/ Analyst							
Tahmina Khan	ARGIS							
Jeff Wu	Networking/ Communications							
Abhinava Paul	Traffic Designer/Analyst							
Richard Rom, PE	Sr. Electrical/ Communications							
Chris Viola	Lead Electrical/ Communications							
Shahin Shafiq, PE, PTOE	Sr. Traffic Designer/Analyst							

Employee	Job Classification	Base Year Hourly Wage Rate (Fully Loaded))	Year 2 Hourly Wage Rate (Fully Loaded)	Year 3 Hourly Wage Rate (Fully Loaded)	Year 4 Hourly Wage Rate (Fully Loaded)	Year 5 Hourly Wage Rate (Fully Loaded)	Option Year 6 Hourly Wage Rate (Fully Loaded)	Option Year 7 Hourly Wage Rate (Fully Loaded)
Hayduk								
Paul Campagnola	Director of Transportation							
Sara Sciotto, PE	Senior Civil Engineer							
Traffic Databank								
Victor Ochieng, PE	Transportation Planner							
Oumar Barro	Party Chief/Foreman							
Salimu Mumuni	Data Manager/System Analyst							
Khadijatu Barrie	Data Manager/System Analyst							
Mamadou Doumbia	Technician							
Dara Bah	Technician							
Mohamed Barrie	Surveyor							
Sia Kassoh	Surveyor							
Imani Ochieng	Surveyor							

MULTIPLIER BY SERVICES BY FIRM

Service	WSP Multiplier	KLD Multiplier	M&J Multiplier	Hayduk Multiplier	Traffic Databank Multiplier
A. Engineering					
B. Signal Design					
C. Roadway Geometry Design					
D. Pavement Marking Design					
E. Sign Design					
F. General Design Services					
G. Construction Inspection Services					
H. Construction Management Services					
I. Data Collection					
J. Traffic Analyses					
K. CAD Drafting					
L. Signal Warrant Surveys					
M. Traffic Impact Analyses					
N. Traffic Counting Services (TMC)					
O. Traffic Counting Services (ATR)					
P. General Traffic Studies					
Q. Traffic Signal Progression Studie					
R. Synchro Analyses					
S. Traffic Calming Studies					
T. Transportation Planning					
U. Grant Writing					
V. Federal and State Aid Document Preparation					
W. Transit Planning					
X. GIS Analysis					
Y. Providing Traffic Engineers					
Z. Providing ITS Specialists					
AA. Providing Signal Inspectors					
BB. Providing CAD Operators					
CC. Providing Technicians					
DD. Providing Support Staff					

Service	WSP Multiplier	KLD Multiplier	M&J Multiplier	Hayduk Multiplier	Traffic Databank Multiplier
EE. Federal Aid Coordinators					
FF. GIS Technicians					
GG. Management Systems Development					



Nassau County Interim Finance Authority

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

1. Vendor: WSP USA Inc.

2. Amount requiring NIFA approval: \$10,500,000.00

Amount to be encumbered: \$150,000.00

Slip Type: New

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

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

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

3. Contract Term: to 5 years from NTP

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract? No

If not, will it require a future borrowing? Yes

Has the County Legislature approved the borrowing? Yes

Has NIFA approved the borrowing for this contract? No

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

The purpose of this contract is to provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit. The services typically provided under an "On-Call" Services agreement include general traffic engineering, inspection, drafting, data collection, traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, preparation and/or review of traffic impact studies, design of traffic calming measures and asset management system development.

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

Nassau County Attorney as to form Yes

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	Posting Date	Amount Added in Prior 12 Months
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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

11/10/2023

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.

Elaine Phillips
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 [REDACTED] _____

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.

Roseann Dallyva
Department Head Signature

Date

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: October 18, 2023

SUBJECT: Contract No: T62500-04D
On Call Traffic Engineering Design Services
WSP USA Inc.
Responsibility Determination Memorandum

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements". NY CLS St. Fin §163 (1) (c). This standard is applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast*, 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity

The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority

Vendor is not debarred.

3. Integrity

Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance

Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.



October 18, 2023

SUBJECT: Contract No: T62500-04D
On Call Traffic Engineering Design Services
WSP USA Inc.
Responsibility Determination Memorandum

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, “a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County.” Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining “if there exists any material adverse information impacting the vendor’s capacity or integrity.” Quoting Appendix E.

The following is quoted from Appendix E:

For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.

Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor’s corporate culture.

A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor’s structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Contract File

Page 3

October 18, 2023

SUBJECT: Contract No: T62500-04D
On Call Traffic Engineering Design Services
WSP USA Inc.
Responsibility Determination Memorandum

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Vendor Adverse Information

Vendor's Nassau County disclosure forms report and explain information that is responsive to the questions asked by the forms. Each response is thorough and explains how the Vendor addressed the adverse information reported. See attached response from Vendor's disclosure forms. Given the size and scope of Vendor's company and its worldwide operations, it is not unexpected that it would report and explain adverse information.

None of the reported adverse information is related any work the Vendor is performing for Nassau County. Nor does any of the adverse information concern any Vendor operations in this geographic area. None of the Vendor Principals or employees that perform Nassau County contract services were involved in the incidents that are reported as adverse information.

Vendor has been successfully performing County contract work for many years on multiple county projects. Accordingly, based on an application of the law and the policy, incidents reported on the Nassau County disclosure forms do not warrant a determination that the Vendor is a nonresponsible vendor. The Department is satisfied with the work performed by the Vendor and Vendor's cooperation with the Department in delivering contract services. Accordingly, the Department has concluded that the Vendor is a responsible vendor for the performance of the scope of work in the County contract number T62500-04D, On-Call Traffic Engineering Design Services.



Jane Houdek
Attorney for DPW

JH:pl

WSP USA Inc. Business History Form – Question 13

Matter Incorrectly Identifying WSP USA Inc.

On October 8, 2019, a WSP employee was inspecting an unearthen well at a site where a client-contracted operator was also present. When the operator moved debris from a different well site, some debris rolled off of a stockpile and injured the WSP employee. OSHA issued WSP two violations. The citation cited standards regarding excavation that do not apply to WSP's work. OSHA vacated the citation and penalties against WSP. WSP has circulated a Safety Alert with Lessons Learned to provide field staff with clarification on preventative actions to take and contributing risk factors to be aware of when performing similar work.

Matters Involving Affiliated Firms

Ecology and Environment, Inc. (E & E)

On December 31, 2019, WSP USA Inc. acquired Ecology and Environment, Inc. (E&E) and effective September 1, 2020, E&E merged into WSP USA Inc. While WSP USA Inc. has not received any environmental citations in the past five years, **E&E received the following environmental regulation citation prior to WSP's acquisition of firm**

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.

E&E's 775 employees are now part of WSP's Earth and Environment business line. With approximately 7,500 environmental experts in this business line, WSP has robust environmental policies and procedures in place to prevent similar incidents from occurring. Since acquiring E&E, WSP continues to be hired to perform work for both the Commonwealth of Pennsylvania.

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). **This matter has been concluded. There have been no subsequent findings of non-compliance. WSP USA Services Inc. now is in its 28th year of providing housing inspection services to FEMA. We are a trusted partner of FEMA and the communities in which we work.**

WSP USA Solutions Inc.

On November 26, 2018, Louis Berger U.S., Inc. (n/k/a WSP USA Solutions Inc.) executed a Consent Order (Order) with the US Department of Labor related to its subcontractors' noncompliance with the McNamara-O'Hara Service Contract Act (SCA) and the Contract Work Hours and Safety Standards Act, which occurred during a post-Hurricane Maria project to provide temporary electric power in the Commonwealth of Puerto Rico and the U.S. Virgin Islands. Under the Order, the company developed a robust federal prevailing wage compliance program that was designed to, and did in fact, outlive the 3-year period that the Order was in place. **While the Order concluded in 2021, the compliance program remains an integral part of WSP's operations. All federal contracts are individually reviewed for federal prevailing wage obligations and designated accordingly – subsequent projects opened under those projects are closely monitored by WSP's legal team in order to verify that compliance objectives are being met. As a result, there have been no subsequent findings of non-compliance. WSP USA Solutions Inc. continues to work with the US government supporting disaster recovery and emergency response projects. In 2019, the firm was not only re-awarded the Army Corps'**

WSP USA Inc. Business History Form – Question 13

contract for on-call temporary power services in Puerto Rico and the US Virgin Islands, it was awarded all four (4) of the Army Corps' contracts for such services.

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 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. 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. Louis Berger has separately settled all claims against it. 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. **The matter has been settled.**

The bridge collapse described above and any involvement of Louis Berger in the project occurred prior to WSP's acquisition of the firm in December 2018. WSP continues to provide professional services various to agencies within the State of Florida government, local and municipal public agencies, and private parties. We remain a trusted engineering and consulting firm in the State.

On December 7, 2021, WSP USA Solutions Inc. was inappropriately cited for a violation that was not part of the scope of service being provided by our contract in Atocha, Puerto Rico. A contractor's employee that was working on the site performed unauthorized and illegal work on equipment that was locked out and controlled. The worker was injured when they cut locks and obtained illegal access to an electrical box. WSP was initially cited for the event and was later found to be not responsible for the rogue contractor's employee. All citations were vacated during informal conferences.

WSP USA Inc. Business History Form – Question 15
Professional Licensure Disclosures

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 “Ohio Board”) prior to its expiration. Because the firm had been late in renewing the COA in the past, the Ohio 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's COA was reissued.

Other licensing boards subsequently initiated disciplinary actions against WSP USA Inc. based on the Ohio Board’s actions.

In its 2019 professional engineering license renewal application submitted to the South Carolina State Board of Registration for Professional Engineers and Surveyors (the “SC Board”), WSP USA Inc. inadvertently failed to disclose the disciplinary action taken against the firm in Ohio. In response, the SC Board and WSP entered into a consent agreement, which included a fine and public reprimand against WSP. WSP’s engineering COA was reissued.

In its March 2022 Morrisville, North Carolina branch office professional engineering registration submitted to Commonwealth of Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designs and Landscape Architects (“Virginia Board”), WSP USA Inc. disclosed the disciplinary actions taken by equivalent boards in Ohio and South Carolina. The Virginia Board issued WSP an Agreement for Registration, placing the firm in a one-year probationary period. The agreement did not result in a monetary penalty and WSP’s COA was reissued.

In 2021, the professional engineering and geology license renewal applications of WSP USA Inc. were submitted to the Kentucky State Board of Licensure for Professional Engineers and Land Surveyors (the “KY Board”), and inadvertently renewed each license with a deceased person and old company address. In response, the KY Board and WSP entered into a consent agreement dated April 29, 2022, which included a fine and public reprimand against WSP. WSP’s engineering COA was reissued. WSP did not renew its geology license at the time of this letter.

In response to these matters, WSP USA implemented improvements to its corporate licensing department. We increased the number of staff responsible for licensing and assigned primary responsibility to an individual with substantial corporate licensing experience. We now use a new software program which alerts us each month as to the license renewals due to ensure renewals are filed in a timely manner. We also implemented review process for legal team members to review license application certifications.

None of the licensing board findings called into question WSP’s ability to perform professional engineering and related services. Each was the result of administrative issues. With the improvements detailed above, WSP USA Inc. is and remains a responsible consultant and actively performs engineering services within each of the States identified above.



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?

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

Laura S. Unger [LAURA.UNGER@WSP.COM]

Dated: 10/20/2023 09:40:06 am

Vendor: WSP USA Inc.

Title: Assistant General Counsel, Regulatory Compliance

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: Gerald Jannetti

Date of birth: [REDACTED]

Home address: [REDACTED]

City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]

Country: US

Business Address: 5411 Skycenter Drive, Suite 650

City: Tampa State/Province/Territory: FL Zip/Postal Code: 33607

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 | 06/01/2015 | | |
| (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?

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.

See attached.

1 File(s) uploaded: License Sanctions 2023-07.pdf

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.

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:

Gerald S. Jannetti JERRY.JANNETTI@WSP.COM

Senior Vice President and East Region President

Title

07/20/2023 03:11:25 pm

Date

Professional Licensure Disclosures

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 "Ohio Board") prior to its expiration. Because the firm had been late in renewing the COA in the past, the Ohio 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's COA was reissued.

Other licensing boards subsequently initiated disciplinary actions against WSP USA Inc. based on the Ohio Board's actions.

In its 2019 professional engineering license renewal application submitted to the South Carolina State Board of Registration for Professional Engineers and Surveyors (the "SC Board"), WSP USA Inc. inadvertently failed to disclose the disciplinary action taken against the firm in Ohio. In response, the SC Board and WSP entered into a consent agreement, which included a fine and public reprimand against WSP. WSP's engineering COA was reissued.

In its March 2022 Morrisville, North Carolina branch office professional engineering registration submitted to Commonwealth of Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designs and Landscape Architects ("Virginia Board"), WSP USA Inc. disclosed the disciplinary actions taken by equivalent boards in Ohio and South Carolina. The Virginia Board issued WSP an Agreement for Registration, placing the firm in a one-year probationary period. The agreement did not result in a monetary penalty and WSP's COA was reissued.

In 2021, the professional engineering and geology license renewal applications of WSP USA Inc. were submitted to the Kentucky State Board of Licensure for Professional Engineers and Land Surveyors (the "KY Board"), and inadvertently renewed each license with a deceased person and old company address. In response, the KY Board and WSP entered into a consent agreement dated April 29, 2022, which included a fine and public reprimand against WSP. WSP's engineering COA was reissued. WSP did not renew its geology license at the time of this letter.

In response to these matters, WSP USA implemented improvements to its corporate licensing department. We increased the number of staff responsible for licensing and assigned primary responsibility to an individual with substantial corporate licensing experience. We now use a new software program which alerts us each month as to the license renewals due to ensure renewals are filed in a timely manner. We also implemented review process for legal team members to review license application certifications.

None of the licensing board findings called into question WSP's ability to perform professional engineering and related services. Each was the result of administrative issues. With the improvements detailed above, WSP USA Inc. is and remains a responsible consultant and actively performs engineering services within each of the States identified above.

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: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
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 Group Inc.'s Foreign Corrupt Practices Act violations in 2010.

1 File(s) uploaded: Esposito_2023-07.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?

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.

See attached.

1 File(s) uploaded: License Sanctions 2023-07.pdf

- 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 C. 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 C. 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

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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

07/20/2023 03:07:50 pm

Date

Andrew C. Esposito

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

Compac Sorting Equipment, Inc. is unrelated to WSP.

Firm	Title	Date Affiliation Ended
tklsc	SVP, 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
WSP International LLC	President, Treasurer & 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 and 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 and Director	Current
WSP USA Solutions Inc.	SVP, Treasurer and Director	Current
WSP USA Environment & Infrastructure Inc.	Director	Current
WSP USA Energy Storage Services Inc.	VP, Treasurer and Director	Current
Engineering Employees Services Corporation	SVP, Treasurer and Director	12/29/2022 (firm merged into WSP USA Buildings Inc.)
Englekirk Structural Engineers, Inc.	SVP, Treasurer and Director	12/29/2022 (firm merged into WSP USA Buildings Inc.)
Englekirk Institutional, Inc.	SVP, Treasurer and Director	12/29/2022 (firm merged into WSP USA Buildings Inc.)
Englekirk Partners Consulting Structural Engineers, LLC	SVP and Treasurer	12/29/2022 (firm merged into WSP USA Buildings Inc.)
Earth Consulting Group, Inc.	SVP, Treasurer and Director	12/30/2021 (firm merged into WSP USA Inc.)
EarthCon Consultants CA, Inc.	SVP, Treasurer and Director	12/30/2021 (firm merged into WSP USA Inc.)
EarthCon Consultants, Inc.	SVP, Treasurer and Director	12/30/2021 (firm merged into WSP USA Inc.)
Petra Analytics, LLC	SVP, Treasurer and Director	12/1/2021 (firm merged into Earth Consulting Group Inc.)
PB Power Inc.	SVP, Controller and Director	8/2/2021 (firm sold)
Leach Wallace Associates, Inc.	VP, Treasurer and Director	6/28/2021 (firm merged into WSP USA Buildings Inc.)
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

Professional Licensure Disclosures

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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: Hillary F. Jassey
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
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 [X] If Yes, provide details.

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

YES [] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or 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 Group Inc.'s Foreign Corrupt Practices Act violations in 2010.

1 File(s) uploaded: Hillary Jassey 2023-07.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?

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.

See attached.

1 File(s) uploaded: License Sanctions 2023-07.pdf

- 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.

CERTIFICATION

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WSP USA Inc.

Name of submitting business

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

Hillary F. Jassey HILLARY.JASSEY@WSP.COM

Secretary

Title

07/20/2023 03:06:50 pm

Date

Hillary F. Jassey

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

Firm	Title	Date Affiliation Ended
tk1sc	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
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
WSP USA Environment & Infrastructure Inc.	Assistant Secretary	Current
WSP USA Energy Storage Services Inc.	Secretary	Current
Golder Associates USA Inc.	Assistant Secretary	1/1/2023 (firm merged into WSP USA Inc.)
Engineering Employees Services Corporation	Secretary	12/29/2022 (firm merged into WSP USA Buildings Inc.)
Englekirk Structural Engineers, Inc.	Secretary	12/29/2022 (firm merged into WSP USA Buildings Inc.)
Englekirk Institutional, Inc.	Secretary	12/29/2022 (firm merged into WSP USA Buildings Inc.)
Englekirk Partners Consulting Structural Engineers, LLC	Secretary	12/29/2022 (firm merged into WSP USA Buildings Inc.)
Earth Consulting Group, Inc.	Secretary	12/30/2021 (firm merged into WSP USA Inc.)
EarthCon Consultants CA, Inc.	Secretary	12/30/2021 (firm merged into WSP USA Inc.)
EarthCon Consultants, Inc.	Secretary	12/30/2021 (firm merged into WSP USA Inc.)
Petra Analytics, LLC	Secretary	12/1/2021 (firm merged into Earth Consulting Group Inc.)
PB Power Inc.	Secretary	8/2/2021 (firm sold)
Leach Wallace Associates, Inc.	Secretary	6/28/2021 (firm merged into WSP USA Buildings Inc.)
LT Environmental, Inc.	Secretary	11/2/2020 (firm merged into WSP USA Inc.)
Ecology and Environment, Inc.	Assistant Secretary	9/2/2020 (firm merged into WSP USA Inc.)
Everest Acquisition Corp.	Assistant Secretary	12/31/2019 (firm merged into Ecology and Environment Inc.)

Professional Licensure Disclosures

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In 2021, the professional engineering and geology license renewal applications of WSP USA Inc. were submitted to the Kentucky State Board of Licensure for Professional Engineers and Land Surveyors (the "KY Board"), and inadvertently renewed each license with a deceased person and old company address. In response, the KY Board and WSP entered into a consent agreement dated April 29, 2022, which included a fine and public reprimand against WSP. WSP's engineering COA was reissued. WSP did not renew its geology license at the time of this letter.

In response to these matters, WSP USA implemented improvements to its corporate licensing department. We increased the number of staff responsible for licensing and assigned primary responsibility to an individual with substantial corporate licensing experience. We now use a new software program which alerts us each month as to the license renewals due to ensure renewals are filed in a timely manner. We also implemented review process for legal team members to review license application certifications.

None of the licensing board findings called into question WSP's ability to perform professional engineering and related services. Each was the result of administrative issues. With the improvements detailed above, WSP USA Inc. is and remains a responsible consultant and actively performs engineering services within each of the States identified above.

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: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
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 [X] If Yes, provide details.

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

YES [] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or 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 Group Inc.'s Foreign Corrupt Practices Act violations in 2010.

1 File(s) uploaded: Cornell_2023-06.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?

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.

See attached.

1 File(s) uploaded: License Sanctions 2023-06.pdf

- 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

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:

Lewis P. Cornell LOU.CORNELL@WSP.COM

Executive Vice President

Title

07/20/2023 03:09:41 pm

Date

Lewis P. Cornell

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

Jacobs Engineering Group Inc. is unrelated to WSP.

Firm	Title	Date Affiliation Ended
tklsc	President and Director	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 Environment & Infrastructure Inc.	Director	Current
WSP USA Solutions Inc.	Executive Vice President	Current
Engineering Employees Services Corporation	President and Director	12/29/2022 (firm merged into WSP USA Buildings Inc.)
Englekirk Structural Engineers, Inc.	President and Director	12/29/2022 (firm merged into WSP USA Buildings Inc.)
Englekirk Institutional, Inc.	President and Director	12/29/2022 (firm merged into WSP USA Buildings Inc.)
Englekirk Partners Consulting Structural Engineers, LLC	President	12/29/2022 (firm merged into WSP USA Buildings Inc.)
Earth Consulting Group, Inc.	President and Director	12/30/2021 (firm merged into WSP USA Inc.)
EarthCon Consultants CA, Inc.	President and Director	12/30/2021 (firm merged into WSP USA Inc.)
EarthCon Consultants, Inc.	President and Director	12/30/2021 (firm merged into WSP USA Inc.)
Petra Analytics, LLC	President and Director	12/1/2021 (firm merged into Earth Consulting Group Inc.)
Leach Wallace Associates, Inc.	Director and President	6/28/2021 (firm merged into WSP USA Buildings Inc.)
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

Professional Licensure Disclosures

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 "Ohio Board") prior to its expiration. Because the firm had been late in renewing the COA in the past, the Ohio 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's COA was reissued.

Other licensing boards subsequently initiated disciplinary actions against WSP USA Inc. based on the Ohio Board's actions.

In its 2019 professional engineering license renewal application submitted to the South Carolina State Board of Registration for Professional Engineers and Surveyors (the "SC Board"), WSP USA Inc. inadvertently failed to disclose the disciplinary action taken against the firm in Ohio. In response, the SC Board and WSP entered into a consent agreement, which included a fine and public reprimand against WSP. WSP's engineering COA was reissued.

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In response to these matters, WSP USA implemented improvements to its corporate licensing department. We increased the number of staff responsible for licensing and assigned primary responsibility to an individual with substantial corporate licensing experience. We now use a new software program which alerts us each month as to the license renewals due to ensure renewals are filed in a timely manner. We also implemented review process for legal team members to review license application certifications.

None of the licensing board findings called into question WSP's ability to perform professional engineering and related services. Each was the result of administrative issues. With the improvements detailed above, WSP USA Inc. is and remains a responsible consultant and actively performs engineering services within each of the States identified above.

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: Rebecca Ashton
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: One Penn Plaza, 4th Floor
City: New York State/Province/Territory: NY Zip/Postal Code: 10119
Country: US
Telephone: 212-465-5708
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>07/29/2022</u>		
(Other)			

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

YES [] NO [X] If Yes, provide details.

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

YES [] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or 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?

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.

WSP USA Inc. received disciplinary actions resulting from administrative issues with license renewals in Ohio, South Carolina and Kentucky from the relevant State Board of Registration for Professional Engineers and Surveyors, which each included a consent agreement, fine and public reprimand. In each instance, WSP USA Inc.'s Certificate of Authorization was renewed.

In addition, due to these disciplinary actions, the Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designs and Landscape Architects placed WSP USA Inc. in a one-year probationary period set to expire in March 2023. WSP USA Inc. continues to have a current Certificate of Authorization in Virginia.

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, Rebecca Ashton , 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, Rebecca Ashton , 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:

Rebecca Ashton REBECCA.ASHTON@WSP.COM

Northeast District Lead and Senior Vice President

Title

07/20/2023 03:05:24 pm

Date

Business History Form

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

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

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

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

Date: 09/27/2023

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

2) Address of Place of Business: One Penn Plaza, 4th Floor

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:

5) Federal I.D. Number:

6) The proposer is a: Corporation (Describe) _____

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

YES [X] 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.; and WSP USA Holdings, 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 Environment & Infrastructure Inc.; WSP USA Energy Storage Services Inc.; WSP USA Design Inc. (1/3 owner); Ecology and Environment do Brasil, Ltda. (98.998% owner); Knight E/A, Inc.; Ecology and Environment de Mexico, S.A. de C.V.; Golder Associates International Corp.; Golder Construction Services, Inc.; Pastor, Behling & Wheeler, L.L.C.

- 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; 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.

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.

WSP USA Inc. ("WSP") was awarded Miami-Dade County Department of Transportation and Public Works (the "County") Project No. E13-MDT-01 for Fiscal Year 2015-2024 Transit Development Plan. The contract terms required compliance with the County's Small Business Enterprise ("SBE-A/E") program. WSP proposed to meet the 25% SBE-A/E goal with \$187,495 of payments going to two SBE-A/E subs. Ultimate payments to SBE-A/E firms were only \$159,753. The County requires strict compliance with the payment commitment and does not consider good faith efforts as a mitigating factor if they find sufficient work could be set-aside for SBE-A/E firms. The County issued WSP a Notice of Violation dated

February 14, 2020. Under the terms of the NOV, WSP was required to pay a penalty of \$5,548.40
Please see the attached for additional details.

1 File(s) uploaded: WSP 2023-09 Business History Form Q13.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.

Please see attached.

1 File(s) uploaded: WSP 2023-03 Business History Form Q15.pdf

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

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

17 Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

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.

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

See attached.

1 File(s) uploaded: SECTION-002_WSP-USA-INC_20230525.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

11278

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

The WSP PMCM group has a proven ability to provide County with seasoned construction professionals for construction management, contract administration, inspections, material testing, cost estimating, scheduling, planning, and a host of other services. Our staff possess the proven hands-on experience, professional certifications, qualifications, and knowledge of bridge, roadway and facility rehabilitation and construction to successfully deliver projects. Our proven management team includes leaders who are experts in their assigned fields of responsibility.

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

2 File(s) uploaded: 2023-12-31 Engineering Certificate of Authorization.pdf, 2024-10-31 Engineering COA - signed.pdf

B. Indicate number of years in business.

89

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 and attached certified financial statements for FY2022 and FY2021.

1 File(s) uploaded: 2 YR WSP USA Inc. Financial (2021-2022).pdf

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 New York City Department of Design and Construction (NYC DDC)

Contact Person Marie Brandao

Address 30-30 Thomson Avenue

City Long Island City

State/Province/Territory NY

Country US

Telephone (917) 939-6971

Fax #

E-Mail Address brandaom@ddc.nyc.gov

Company New York State Department of Transportation (NYS DOT)

Contact Person Pankaj Patel

Address 47-40 21st Street

City Long Island City

State/Province/Territory NY

Country US

Telephone (718) 482-4802

Fax #			
E-Mail Address	pankaj.patel@dot.ny.gov		
Company	Village of Sleepy Hollow		
Contact Person	Anthony Giaccio		
Address	28 Beekman Avenue, 2nd Floor		
City	Sleepy Hollow	State/Province/Territory	NY
Country	US		
Telephone	(914) 366-5105		
Fax #	(914) 332-7074		
E-Mail Address	agiaccio@sleepyhollowny.org		

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, Laura S. 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

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.

Name of submitting business: WSP USA Inc.

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

Assistant General Counsel, Regulatory Compliance
Title

09/27/2023
Date

WSP USA Inc. Business History Form – Question 13

Matter Incorrectly Identifying WSP USA Inc.

On October 8, 2019, a WSP employee was inspecting an unearthed well at a site where a client-contracted operator was also present. When the operator moved debris from a different well site, some debris rolled off of a stockpile and injured the WSP employee. OSHA issued WSP two violations. The citation cited standards regarding excavation that do not apply to WSP's work. OSHA vacated the citation and penalties against WSP. WSP has circulated a Safety Alert with Lessons Learned to provide field staff with clarification on preventative actions to take and contributing risk factors to be aware of when performing similar work.

Matters Involving Affiliated Firms

Ecology and Environment, Inc. (E & E)

On December 31, 2019, WSP USA Inc. acquired Ecology and Environment, Inc. (E&E) and effective September 1, 2020, E&E merged into WSP USA Inc. While WSP USA Inc. has not received any environmental citations in the past five years, **E&E received the following environmental regulation citation prior to WSP's acquisition of firm**

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.

E&E's 775 employees are now part of WSP's Earth and Environment business line. With approximately 7,500 environmental experts in this business line, WSP has robust environmental policies and procedures in place to prevent similar incidents from occurring. Since acquiring E&E, WSP continues to be hired to perform work for both the Commonwealth of Pennsylvania.

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). **This matter has been concluded. There have been no subsequent findings of non-compliance. WSP USA Services Inc. now is in its 28th year of providing housing inspection services to FEMA. We are a trusted partner of FEMA and the communities in which we work.**

WSP USA Solutions Inc.

On November 26, 2018, Louis Berger U.S., Inc. (n/k/a WSP USA Solutions Inc.) executed a Consent Order (Order) with the US Department of Labor related to its subcontractors' noncompliance with the McNamara-O'Hara Service Contract Act (SCA) and the Contract Work Hours and Safety Standards Act, which occurred during a post-Hurricane Maria project to provide temporary electric power in the Commonwealth of Puerto Rico and the U.S. Virgin Islands. Under the Order, the company developed a robust federal prevailing wage compliance program that was designed to, and did in fact, outlive the 3-year period that the Order was in place. **While the Order concluded in 2021, the compliance program remains an integral part of WSP's operations. All federal contracts are individually reviewed for federal prevailing wage obligations and designated accordingly – subsequent projects opened under those projects are closely monitored by WSP's legal team in order to verify that compliance objectives are being met. As a result, there have been no subsequent findings of non-compliance. WSP USA Solutions Inc. continues to work with the US government supporting disaster recovery and emergency response projects. In 2019, the firm was not only re-awarded the Army Corps'**

WSP USA Inc. Business History Form – Question 13

contract for on-call temporary power services in Puerto Rico and the US Virgin Islands, it was awarded all four (4) of the Army Corps' contracts for such services.

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 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. 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. Louis Berger has separately settled all claims against it. 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. **The matter has been settled.**

The bridge collapse described above and any involvement of Louis Berger in the project occurred prior to WSP's acquisition of the firm in December 2018. WSP continues to provide professional services various to agencies within the State of Florida government, local and municipal public agencies, and private parties. We remain a trusted engineering and consulting firm in the State.

On December 7, 2021, WSP USA Solutions Inc. was inappropriately cited for a violation that was not part of the scope of service being provided by our contract in Atocha, Puerto Rico. A contractor's employee that was working on the site performed unauthorized and illegal work on equipment that was locked out and controlled. The worker was injured when they cut locks and obtained illegal access to an electrical box. WSP was initially cited for the event and was later found to be not responsible for the rogue contractor's employee. All citations were vacated during informal conferences.

WSP USA Inc. Business History Form – Question 15
Professional Licensure Disclosures

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 “Ohio Board”) prior to its expiration. Because the firm had been late in renewing the COA in the past, the Ohio 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's COA was reissued.

Other licensing boards subsequently initiated disciplinary actions against WSP USA Inc. based on the Ohio Board’s actions.

In its 2019 professional engineering license renewal application submitted to the South Carolina State Board of Registration for Professional Engineers and Surveyors (the “SC Board”), WSP USA Inc. inadvertently failed to disclose the disciplinary action taken against the firm in Ohio. In response, the SC Board and WSP entered into a consent agreement, which included a fine and public reprimand against WSP. WSP’s engineering COA was reissued.

In its March 2022 Morrisville, North Carolina branch office professional engineering registration submitted to Commonwealth of Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designs and Landscape Architects ("Virginia Board"), WSP USA Inc. disclosed the disciplinary actions taken by equivalent boards in Ohio and South Carolina. The Virginia Board issued WSP an Agreement for Registration, placing the firm in a one-year probationary period. The agreement did not result in a monetary penalty and WSP’s COA was reissued.

In 2021, the professional engineering and geology license renewal applications of WSP USA Inc. were submitted to the Kentucky State Board of Licensure for Professional Engineers and Land Surveyors (the “KY Board”), and inadvertently renewed each license with a deceased person and old company address. In response, the KY Board and WSP entered into a consent agreement dated April 29, 2022, which included a fine and public reprimand against WSP. WSP’s engineering COA was reissued. WSP did not renew its geology license at the time of this letter.

In response to these matters, WSP USA implemented improvements to its corporate licensing department. We increased the number of staff responsible for licensing and assigned primary responsibility to an individual with substantial corporate licensing experience. We now use a new software program which alerts us each month as to the license renewals due to ensure renewals are filed in a timely manner. We also implemented review process for legal team members to review license application certifications.

None of the licensing board findings called into question WSP’s ability to perform professional engineering and related services. Each was the result of administrative issues. With the improvements detailed above, WSP USA Inc. is and remains a responsible consultant and actively performs engineering services within each of the States identified above.

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 & CEO	David J. Odeh	North Providence, RI	(1)	X
Executive Vice President	Lewis P. Cornell	Orange, CA	(2)	
Senior Vice President & Treasurer	Andrew C. Esposito	Orange, CA	(2)	
Senior Vice President	Sofia M. Berger	New York, NY	(3)	
Senior Vice President	Michael J. Case	Sunrise, FL	(4)	
Senior Vice President	Gerald S. Jannetti	Tampa, FL	(5)	
Senior Vice President	Garry E. Nunes	New York, NY	(3)	
Senior Vice President	Christopher L. Peters	Orange, CA	(2)	
Senior Vice President	Joseph J. Sczurko	Houston, TX	(6)	
Senior Vice President	Arpit Talati	Dallas, TX	(7)	
Senior Vice President	David B. Terry	Upper Saddle River, NJ	(8)	
Senior Vice President	John Trotta	Chicago, IL	(9)	
Senior Vice President	Lytle C. Troutt	Nashville, TN	(10)	
Senior Vice President	Joseph B. Willhite	Chicago, IL	(9)	
Vice President	David Albers	Buffalo, NY	(11)	
Vice President	Andrew J. Lynn	New York, NY	(3)	
Vice President	Kevin B. Reed	San Diego, CA	(12)	
Assistant Vice President	Sandy Bishay	New York, NY	(3)	
Assistant Vice President	Jacob M. Borchers	Wichita, KS	(13)	
Assistant Vice President	David A. Church	Kansas City, MO	(14)	
Assistant Vice President	Scott M. Cogan	Kansas City, MO	(14)	
Assistant Vice President	Amir J. Degany	Boston, MA	(15)	
Assistant Vice President	Leslie Gartner	Atlanta, GA	(16)	
Assistant Vice President	Rory Gayle	Kansas City, MO	(14)	
Assistant Vice President	Jarad R. Machala	Houston, TX	(17)	
Assistant Vice President	David Patterson	Baltimore, MD	(18)	
Assistant Vice President	Robert Rohlfs	Kansas City, MO	(14)	
Assistant Vice President	Mary H. Volpe	New York, NY	(3)	
Assistant Vice President	Fadi S. Walieddine	San Francisco, CA	(19)	
Secretary	Hillary F. Jassey	New York, NY	(3)	
Assistant Secretary	W. Stephen Dale	Shelton, CT	(20)	
Assistant Secretary	Laura S. Unger	Ephrata, PA	(21)	
Controller	Nicholas P. Mitrakis	New York, NY	(3)	
Assistant Controller	Christopher J. D'Aquino	Ephrata, PA	(21)	
Board Director	Dennis Baker	Boston, MA	(15)	X
Board Director	Gregory P. Benz	Eliot, ME	(22)	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 Address

- (1) 1223 Mineral Spring Avenue, North Providence, RI 02904
- (2) 1100 Town and Country Road, Suite 200, Orange, CA 92868
- (3) One Penn Plaza, New York, NY 10119
- (4) 1000 Sawgrass Corp Parkway, Suite 578, Sunrise, FL 33351
- (5) 5411 skycenter Drive, Suite 650, Tampa, FL 33607
- (6) 17325 Park Row, Houston, TX 77084
- (7) 3102 Oak Lawn Avenue, Suite 450, Dallas, TX 75219
- (8) 600 East Crescent Avenue, Suite 200, Upper Saddle River, NJ 07458
- (9) 30 N. LaSalle Street, Suite 4200, Chicago, IL 60602
- (10) 3800 Ezaell Road, Suite 100, Nashville, TN 37211
- (11) 40 La Riviere Drive, Suite 320, Buffalo, NY 14202
- (12) Wells Fargo Bldg., 401 B Street, Suite 1650, San Diego, CA 92101
- (13) 225 North Market Street, Suite 350, Wichita, KS 67202
- (14) 300 Wyandotte Street, Suite 200, Kansas City, MO 64105
- (15) 100 Summer Street, 13th Floor, Boston, MA 02110
- (16) 3340 Peachtree Road NE, Suite 2400 Tower Place, Atlanta, GA 30326
- (17) 808 Travis Street, Suite 200, Houston, TX 77002
- (18) 1 East Pratt Street, 3rd Floor, Baltimore, MD 21202
- (19) 425 Market Street, 17th Floor, San Francisco, CA 94105
- (20) 4 Research Drive, Suite 204, Shelton, CT 06484
- (21) 4139 Oregon Pike, Ephrata, PA 17522
- (22) 428 Dow Highway, Eliot, ME 03903

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

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

**WSP USA INC
LICENSING DEPT
ONE PENN PLAZA
4TH FLOOR
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**

NEW YORK STATE EDUCATION DEPARTMENT

EACH CORPORATION LAWFULLY PRACTICING THE PROFESSION INDICATED HEREON
MUST CONSPICUOUSLY DISPLAY THIS CERTIFICATE IN ITS PRINCIPAL OFFICE AT
ALL TIMES AS AUTHORITY TO PRACTICE DURING THE CURRENT PERIOD

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

THIS IS TO CERTIFY THAT

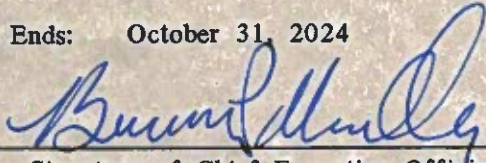
WSP USA INC
ONE PENN PLAZA
4TH FLOOR
NEW YORK

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, 2024

Serial No. 99080



Signature of Chief Executive Officer



COMMISSIONER OF EDUCATION

Read instructions on reverse side

WSP USA INC.
BALANCE SHEET
DECEMBER 31, 2022
(\$ in Thousands)

Assets

Current Assets:

Cash and Cash Equivalents

Accounts Receivable

- Billed

- Unbilled

Due from Affiliates

Prepaid Expenses and Accrued Income

Total Current Assets

Right-of-use assets

Property and Equipment (Net)

Investments in Subsidiaries

Goodwill

Deferred Income Taxes

Other Non-current Assets

Total Assets

Liabilities and Stockholders' Equity

Liabilities:

Accounts Payable and Accrued Expenses

Advances and Billings in Excess of Cost

Income Tax Liability

Current portion of lease liability

Total Current Liabilities

Deferred Acquisition Liability

Lease liability

Due to Affiliates

Other Non-current Liabilities

Total Liabilities

Stockholders' Equity:

Treasury Stock - Common

Additional Paid-In Capital

Retained Earnings

OCI - Foreign Currency Translation Adjustment

Total Stockholders' Equity

Total Liabilities and Stockholders' Equity

Certified to be correct:

Mitrakis,
Nicholas P.

Nicholas Mitrakis
Corporate Controller
WSP USA, INC.
March 3, 2023

Digitally signed by Mitrakis, Nicholas
P.
DN: cn=Mitrakis, Nicholas P., c=US,
o=WSP USA, ou=Corporate Finance,
email=nick.mitrakis@wsp.com
Date: 2023.03.06 17:12:13 -05'00'

WSP USA INC.
STATEMENT OF INCOME
FOR THE PERIOD ENDED
DECEMBER 31, 2022
(\$ in Thousands)

Contract Revenue

Contract and Subcontractor Costs

Net Revenue

Direct and Operational Expenses
General and Administrative Expenses
Acquisition and Integration Expenses
Exceptional Items (income)

Earnings Before Interest, Taxes, Depreciation & Amortization

Depreciation and Amortization
Interest Expense (Income), net

Income Before Provision for Income Taxes

Provision for Income Taxes

Net Income

Certified to be correct:

**Mitrakis,
Nicholas P.**

Digitally signed by Mitrakis, Nicholas
P.
DN: cn=Mitrakis, Nicholas P., c=US,
o=WSP USA, ou=Corporate Finance,
email=nick.mitrakis@wsp.com
Date: 2023.03.06 17:12:35 -0500

Nicholas Mitrakis
Corporate Controller
WSP USA, INC.
March 3, 2023

WSP USA INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED
DECEMBER 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES:

Net income

Adjustments to reconcile net income to net cash provided by operating activities:

Depreciation and amortization

Provision for doubtful accounts

(Increase) decrease in:

Accounts receivables - billed

Accounts receivables - unbilled

Prepaid expenses and accrued income

Deferred income taxes

Other non-current assets

Increase (decrease) in:

Accounts payable and accrued expenses

Advances and billings in excess of cost

Income tax liability

Deferred Acquisition Liability

Lease liability

Other non-current liabilities

Total adjustments

Net cash provided by operating activities

CASH FLOWS FROM INVESTING ACTIVITIES:

Purchases of property and equipment

Net disbursements related to business acquisitions

Net cash used in investing activities

CASH FLOWS FROM FINANCING ACTIVITIES:

Due to affiliates

Dividends

Reduction of Finance Lease Liability

Net cash provided by financing activities

NET INCREASE IN CASH AND CASH EQUIVALENTS

CASH AND CASH EQUIVALENTS:

Beginning of year

End of year

Certified to be correct:

Mitrakis,
Nicholas P.

Nicholas Mitrakis

Corporate Controller

WSP USA, INC.

March 3, 2023

Digitally signed by Mitrakis, Nicholas
P.
DN: cn=Mitrakis, Nicholas P., c=US,
o=WSP USA, ou=Corporate Finance,
email=nick.mitrakis@wsp.com
Date: 2023.03.06 17:12:54 -05'00'

WSP USA INC.
BALANCE SHEET
DECEMBER 31, 2021
(\$ in Thousands)

Assets

Current Assets:

Cash and Cash Equivalents

Accounts Receivable

- Billed

- Unbilled

Prepaid Expenses and Accrued Income

Total Current Assets

Right-of-use assets

Property and Equipment (Net)

Investments in Subsidiaries

Goodwill

Deferred Income Taxes

Other Non-current Assets

Total Assets

Liabilities and Stockholders' Equity

Liabilities:

Accounts Payable and Accrued Expenses

Advances and Billings in Excess of Cost

Due to Affiliates

Income Tax Liability

Current portion of lease liability

Total Current Liabilities

Deferred Acquisition Liability

Lease liability

Other Non-current Liabilities

Total Liabilities

Stockholders' Equity:

Treasury Stock - Common

Additional Paid-In Capital

Retained Earnings

OCI - Foreign Currency Translation Adjustment

Total Stockholders' Equity

Total Liabilities and Stockholders' Equity

Certified to be correct:

Mitrakis,
Nicholas P.
Nicholas Mitrakis

Corporate Controller

WSP USA, INC.

June 15, 2022

Digitally signed by Mitrakis, Nicholas
P.
DN: cn=Mitrakis, Nicholas P., c=US,
o=WSP USA, ou=Corporate Finance,
email=nick.mitrakis@wsp.com
Date: 2022.06.15 15:46:35 -04'00'

WSP USA INC.
STATEMENT OF INCOME
FOR THE PERIOD ENDED
DECEMBER 31, 2021
(\$ in Thousands)

Contract Revenue

Contract and Subcontractor Costs

Net Revenue

Direct and Operational Expenses

General and Administrative Expenses

Acquisition and Integration Expenses

Exceptional Items (income)

Earnings Before Interest, Taxes, Depreciation & Amortization

Depreciation and Amortization

Interest Expense (Income), net

Income Before Provision for Income Taxes

Provision for Income Taxes

Net Income

Certified to be correct:

Mitrakis,
Nicholas P.

Digitally signed by Mitrakis, Nicholas
P.
DN: cn=Mitrakis, Nicholas P., c=US,
o=WSP USA, ou=Corporate Finance,
email=nick.mitrakis@wsp.com
Date: 2022.06.15 15:46:47 -04'00'

Nicholas Mitrakis
Corporate Controller
WSP USA, INC.

June 15, 2022

WSP USA INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED
DECEMBER 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES:

Net income

Adjustments to reconcile net income to net cash provided by operating activities:

Depreciation and amortization

Provision for doubtful accounts

(Increase) decrease in:

Accounts receivables - billed

Accounts receivables - unbilled

Prepaid expenses and accrued income

Deferred income taxes

Other non-current assets

Increase (decrease) in:

Accounts payable and accrued expenses

Advances and billings in excess of cost

Due to affiliates

Income tax liability

Deferred Acquisition Liability

Lease liability

Other non-current liabilities

Total adjustments

Net cash provided by operating activities

CASH FLOWS FROM INVESTING ACTIVITIES:

Purchases of property and equipment

Merger of subsidiary company

Net cash used in investing activities

CASH FLOWS FROM FINANCING ACTIVITIES:

Dividends

Reduction of Finance Lease Liability

Net cash used in financing activities

NET INCREASE IN CASH AND CASH EQUIVALENTS

CASH AND CASH EQUIVALENTS:

Beginning of year

End of year

Certified to be correct:

Mitrakis,
Nicholas P.
Nicholas Mitrakis

Corporate Controller

WSP USA, INC.

June 15, 2022

Digitally signed by Mitrakis, Nicholas
P.
DN: cn=Mitrakis, Nicholas P., c=US,
o=WSP USA, ou=Corporate Finance,
email=nick.mitrakis@wsp.com
Date: 2022.06.15 15:46:58 -04'00'

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: [REDACTED]

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: SECTION-002_WSP-USA-INC_20230525.pdf

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.

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: Affiliate Listing 2023-07.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 [X]

(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 S. Unger [LAURA.UNGER@WSP.COM]

Dated: 07/20/2023 02:55:21 pm

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

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 & CEO	David J. Odeh	North Providence, RI	(1)	X
Executive Vice President	Lewis P. Cornell	Orange, CA	(2)	
Senior Vice President & Treasurer	Andrew C. Esposito	Orange, CA	(2)	
Senior Vice President	Sofia M. Berger	New York, NY	(3)	
Senior Vice President	Michael J. Case	Sunrise, FL	(4)	
Senior Vice President	Gerald S. Jannetti	Tampa, FL	(5)	
Senior Vice President	Garry E. Nunes	New York, NY	(3)	
Senior Vice President	Christopher L. Peters	Orange, CA	(2)	
Senior Vice President	Joseph J. Sczurko	Houston, TX	(6)	
Senior Vice President	Arpit Talati	Dallas, TX	(7)	
Senior Vice President	David B. Terry	Upper Saddle River, NJ	(8)	
Senior Vice President	John Trotta	Chicago, IL	(9)	
Senior Vice President	Lytle C. Troutt	Nashville, TN	(10)	
Senior Vice President	Joseph B. Willhite	Chicago, IL	(9)	
Vice President	David Albers	Buffalo, NY	(11)	
Vice President	Andrew J. Lynn	New York, NY	(3)	
Vice President	Kevin B. Reed	San Diego, CA	(12)	
Assistant Vice President	Sandy Bishay	New York, NY	(3)	
Assistant Vice President	Jacob M. Borchers	Wichita, KS	(13)	
Assistant Vice President	David A. Church	Kansas City, MO	(14)	
Assistant Vice President	Scott M. Cogan	Kansas City, MO	(14)	
Assistant Vice President	Amir J. Degany	Boston, MA	(15)	
Assistant Vice President	Leslie Gartner	Atlanta, GA	(16)	
Assistant Vice President	Rory Gayle	Kansas City, MO	(14)	
Assistant Vice President	Jarad R. Machala	Houston, TX	(17)	
Assistant Vice President	David Patterson	Baltimore, MD	(18)	
Assistant Vice President	Robert Rohlfs	Kansas City, MO	(14)	
Assistant Vice President	Mary H. Volpe	New York, NY	(3)	
Assistant Vice President	Fadi S. Walieddine	San Francisco, CA	(19)	
Secretary	Hillary F. Jassey	New York, NY	(3)	
Assistant Secretary	W. Stephen Dale	Shelton, CT	(20)	
Assistant Secretary	Laura S. Unger	Ephrata, PA	(21)	
Controller	Nicholas P. Mitrakis	New York, NY	(3)	
Assistant Controller	Christopher J. D'Aquino	Ephrata, PA	(21)	
Board Director	Dennis Baker	Boston, MA	(15)	X
Board Director	Gregory P. Benz	Eliot, ME	(22)	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 Address

- (1) 1223 Mineral Spring Avenue, North Providence, RI 02904
- (2) 1100 Town and Country Road, Suite 200, Orange, CA 92868
- (3) One Penn Plaza, New York, NY 10119
- (4) 1000 Sawgrass Corp Parkway, Suite 578, Sunrise, FL 33351
- (5) 5411 skycenter Drive, Suite 650, Tampa, FL 33607
- (6) 17325 Park Row, Houston, TX 77084
- (7) 3102 Oak Lawn Avenue, Suite 450, Dallas, TX 75219
- (8) 600 East Crescent Avenue, Suite 200, Upper Saddle River, NJ 07458
- (9) 30 N. LaSalle Street, Suite 4200, Chicago, IL 60602
- (10) 3800 Ezaell Road, Suite 100, Nashville, TN 37211
- (11) 40 La Riviere Drive, Suite 320, Buffalo, NY 14202
- (12) Wells Fargo Bldg., 401 B Street, Suite 1650, San Diego, CA 92101
- (13) 225 North Market Street, Suite 350, Wichita, KS 67202
- (14) 300 Wyandotte Street, Suite 200, Kansas City, MO 64105
- (15) 100 Summer Street, 13th Floor, Boston, MA 02110
- (16) 3340 Peachtree Road NE, Suite 2400 Tower Place, Atlanta, GA 30326
- (17) 808 Travis Street, Suite 200, Houston, TX 77002
- (18) 1 East Pratt Street, 3rd Floor, Baltimore, MD 21202
- (19) 425 Market Street, 17th Floor, San Francisco, CA 94105
- (20) 4 Research Drive, Suite 204, Shelton, CT 06484
- (21) 4139 Oregon Pike, Ephrata, PA 17522
- (22) 428 Dow Highway, Eliot, ME 03903

Affiliates and Subsidiaries of WSP USA Inc.

Company	Address	Relationship
Parsons Brinckerhoff Holdings Inc.	One Penn Plaza, New York, NY 10119	Parent (PC)
WSP USA Administration Inc.	One Penn Plaza, New York, NY 10119	Affiliate (O)
WSP USA Services Inc.	One Penn Plaza, New York, NY 10119	Affiliate (O)
WSP International LLC	One Penn Plaza, New York, NY 10119	Affiliate (O)
Ecology and Environment Engineering and Geology, P.C.	50 Lakefront Blvd., Buffalo, NY 14202	Affiliate (O)
WSP P.C.	1250 23rd Street NW, Washington, District of Columbia 20037	Affiliate (O)
Hydrogeologic, Architecture, Land Surveying, Landscape Architecture Services, P.C.	One Penn Plaza, New York, NY 10119	Affiliate (O)
Walsh Environmental, L.L.C.	5665 Flatiron Parkway, Boulder, Colorado 80301	Subsidiary (S)
WSP Michigan Inc.	500 Griswold Street, Detroit, MI 48226	Subsidiary (S)
WSP USA Environment & Infrastructure Inc.	1075 Big Shanty Rd NW, Suite 100, Kennesaw, GA 30144	Subsidiary (S)
WSP USA Solutions Inc.	350 Mt Kemble Ave, Morristown, NJ 07960	Subsidiary (S)
WSP USA Energy Storage Services Inc.	One Penn Plaza, New York, NY 10119	Subsidiary (S)
Knight E/A, Inc.	221 North LaSalle St., Suite 300, Chicago, IL 60601	Subsidiary (S)
Ecology and Environment de Mexico, S.A. de C.V.	Paseo de los Tamarindos #150-PB, Bosques de las Lomas, Ciudad de México, 05120 México	Subsidiary (S)
Ecology and Environment do Brasil, Ltda.	Av. Presidente Wilson, 231 – Sala 1601, Rio de Janeiro, Brasil	Subsidiary (S)
Golder Associates International Corp.	5170 Peachtree Road, Bldg. 100, Suite 300, Atlanta, GA 30341	Subsidiary (S)
Golder Construction Services, Inc.	5170 Peachtree Road, Bldg. 100, Suite 300, Atlanta, GA 30341	Subsidiary (S)
Pastor, Behling & Wheeler, L.L.C.	2201 Double Creek Dr., Round Rock, TX 78664	Subsidiary (S)
WSP USA Design Inc.	One Penn Plaza, New York, NY 10119	Subsidiary (S)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2023

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).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7100 FAX (A/C, No): 212-994-7047 E-MAIL ADDRESS: GGB.WSPUS.CERTREQUESTS@AJG.COM														
INSURED WSP USA Inc. One Penn Plaza New York, NY 10119	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER B : Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Insurance Corporation	42404	INSURER B : Zurich American Insurance Company	16535	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		5/1/2023	5/1/2024	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A		5/1/2023 5/1/2023 5/1/2023	5/1/2024 5/1/2024 5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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.
RE: 202010718. # T62500-04D. Traffic Engineering On-Call Design Services.

Nassau County is included as Additional Insured with respect to the General Liability policy as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County
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)

10/20/2023

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).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue, 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: GGB.WSPUS.CertRequest@ajg.com	FAX (A/C, No): 212-994-7074
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: QBE Specialty Insurance Company		11515
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****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
	COMMERCIAL GENERAL LIABILITY <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 \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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				11/1/2023	10/31/2024	Per Claim Aggregate \$5,000,000 \$5,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

RE: 202010718. # T62500-04D. Traffic Engineering On-Call Design Services.

CERTIFICATE HOLDER**CANCELLATION**Nassau County
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 DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)

WSP USA, Inc.
One Penn Plaza
New York, NY 10019

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured

(717) 859-7871

1c. Federal Employer Identification Number of Insured
or Social Security Number

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

3a. Name of Insurance Carrier

The Prudential Insurance Company of America

3b. Policy Number of Entity Listed in Box "1a"

3c. Policy effective period

01/01/2023

to

12/31/2023

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

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 and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed December 29, 2022

By

[Signature]

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (215) 784-2883

Name and Title Vice President, Contracts

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.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

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.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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.



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: December 21, 2022

SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-04D

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

A team of three engineers conducted the consultant selection process and established a technical ranking based upon the evaluation of proposals. The review team included: Harold T. Lutz, Director of Traffic Engineering; Christopher Liberti, Traffic Engineer III and Michael Hagan, Traffic Engineer III.

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

Firm	Technical Score	Technical Rank
L.K. McLean Associates, P.C.	94.3	1
Greenman-Pedersen, Inc.	92.67	2
NV5	92	3
Nelson & Pope, LLP	91	4
VHB Engineering, Surveying and LA, P.C.	86.3	5(t)
Lockwood, Kessler, Bartlett, Inc.	86.3	5(t)
Hardesty & Hanover, LLP	85	7
M&J Engineering, P.C.	84.3	8
WSP USA, Inc.	82.67	9
LiRo Engineers, Inc.	82	10
EnTech Engineering, P.C.	67.67	11
Cameron Engineering & Associates, LLP	66.67	12(t)
MJ Engineering & Land Surveying, P.C.	66.67	12(t)
JPCL Engineering	65	14
ENOVATE Engineering, LLC.	64.67	15
BFJ Planning	57	16
ZOFS Engineering, P.C.	57	17



Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

December 21, 2022

Page 2

SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-04D

It should be noted that no specific cost proposals were requested with this RFQ/RFP since the services are of an "On-Call" nature and a specific scope of work cannot be defined. The Department intends to award "On-Call" agreements to the ten (10) highest ranked firms. The firms selected will be required to submit a cost proposal on a case-by-case basis for review and approval for each item of work proposed under this agreement. Payments to the firms will be based on actual loaded salaries paid to their personnel. Since there is no specific scope of work, there is no specific cost identified. However, based on previous "On-Call" agreements, a cap of \$10,500,000.00 is set for agreement.

The agreements would have a term of five (5) years with the option to extend twice for one (1) additional year. Each firm, as part of this RFQ/RFP, was requested to submit yearly loaded rates for their employees with a cost-of-living increase for the entire term of the agreement. The hourly loaded capped rate for an employee cannot exceed two hundred twenty-five dollars (\$225.00).

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

Firm/Address	Proposed Sub-Consultants/Address/MBE/WBE
L.K. McLean Associates, P.C. 437 South Country Road Brookhaven, NY 11719	M & J Engineering, P. C. (D/MBE) 2003 Jericho Turnpike New Hyde Park, NY 11040 KAG Engineering, PLLC (D/WBE) 210 Suydam Lane Bayport, NY 11705 KLD Engineering, P.C. (D/MBE) 1601 Veterans Memorial Highway, Suite 340 Islandia, NY 11749 Hayduk Engineering, LLC (SDVOB) 1010 Route 112, Suite 200 Port Jefferson Station, NY 11776 Traffic Counts Collecting, Inc. 65-39 Maurice Avenue Woodside, NY 11377
Greenman-Pedersen, Inc. 325 West Main Street Babylon, NY 11702	M & J Engineering, P. C. (D/MBE) 2003 Jericho Turnpike New Hyde Park, NY 11040 TRIP Consultants Corp. 311 85 th Street Brooklyn, NY 11209 GdB Geospatial, LS, P.C. (D/WBE) 88 Duryea Road Melville, NY 11747 Hayduk Engineering, LLC (SDVOB) 1010 Route 112, Suite 200 Port Jefferson Station, NY 11776

Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

December 21, 2022

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SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-04D

<p>NV5 40 Marcus Drive, Suite 201 Melville, NY 11747</p>	<p>GdB Geospatial, LS, P.C. (D/WBE) 88 Duryea Road Melville, NY 11747</p> <p>KAG Engineering, PLLC (D/WBE) 210 Suydam Lane Bayport, NY 11705</p> <p>Hayduk Engineering, LLC (SDVOB) 1010 Route 112, Suite 200 Port Jefferson Station, NY 11776</p> <p>Traffic Databank (D/WBE) 716 South Sixth Avenue Mount Vernon, NY 10550</p> <p>Infra Tech Engineering, LLC (D/M/WBE) 36-36 33rd Street, Suite 303 Long Island City, NY 11106</p>
<p>Nelson & Pope 70 Maxess Road Melville, NY 11747</p>	<p>KAG Engineering, PLLC (D/WBE) 210 Suydam Lane Bayport, NY 11705</p> <p>Traffic Databank (D/WBE) 716 South Sixth Avenue Mount Vernon, NY 10550</p>
<p>VHB Engineering, Surveying and LA, P.C. 100 Motor Parkway, Suite 350 Hauppauge, NY 11788</p>	<p>Hayduk Engineering, LLC (SDVOB) 1010 Route 112, Suite 200 Port Jefferson Station, NY 11776</p> <p>Traffic Databank (D/WBE) 716 South Sixth Avenue Mount Vernon, NY 10550</p>
<p>Lockwood, Kessler & Bartlett, Inc. One Aerial Way Syosset, NY 11791</p>	<p>KAG Engineering, PLLC (D/WBE) 210 Suydam Lane Bayport, NY 11705</p> <p>VN Engineers, Inc. (D/WBE) 147 West 35th Street, Suite 710 New York, NY 10001</p> <p>Traffic Databank (D/WBE) 716 South Sixth Avenue Mount Vernon, NY 10550</p> <p>GdB Geospatial, LS, P.C. (D/WBE) 88 Duryea Road Melville, NY 11747</p> <p>W. Allen Engineering, PLLC (D/MBE/SDVOB) 121 West 27th Street, Suite 601 New York, NY 10001</p>

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SUBJECT: Recommendation to Engage Services of Consultant
Traffic Engineering On-Call Services
Project Number T62500-04D

Hardesty & Hanover, LLC 105 Maxess Road, Suite N109 Melville, NY 11747	Hayduk Engineering, LLC (SDVOB) 1010 Route 112, Suite 200 Port Jefferson Station, NY 11776 Traffic Databank (D/WBE) 716 South Sixth Avenue Mount Vernon, NY 10550
M & J Engineering, P. C. (D/MBE) 2003 Jericho Turnpike New Hyde Park, NY 11040	Dewberry 132 West 31st Street, Suite 301 New York, NY 10001 VN Engineers, Inc. (D/WBE) 147 West 35th Street, Suite 710 New York, NY 10001 AKRF 440 Park Avenue South, 7th Floor New York, NY 10016
WSP USA, Inc. One Penn Plaza New York, NY 10119	KLD Engineering, P.C. (D/MBE) 1601 Veterans Memorial Highway, Suite 340 Islandia, NY 11749 M & J Engineering, P. C. (D/MBE) 2003 Jericho Turnpike New Hyde Park, NY 11040 Hayduk Engineering, LLC (SDVOB) 1010 Route 112, Suite 200 Port Jefferson Station, NY 11776 Traffic Databank (D/WBE) 716 South Sixth Avenue Mount Vernon, NY 10550
LiRo Engineers, Inc. 3 Aerial Way Syosset, NY 11791	Infra Tech Engineering, LLC (D/M/WBE) 36-36 33rd Street, Suite 303 Long Island City, NY 11106 Hayduk Engineering, LLC (SDVOB) 1010 Route 112, Suite 200 Port Jefferson Station, NY 11776

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SUBJECT: Recommendation to Engage Services of Consultant
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In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

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

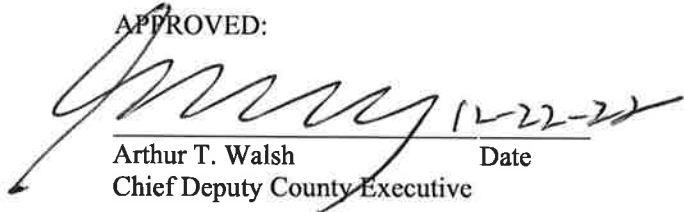
Kenneth G. Arnold

Kenneth G. Arnold
Commissioner

KGA:JGP:HTL:jd

c: Joseph G. Pecora, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Daniel Winkelman, Assistant Director of Traffic Engineering
Michael Hagan, Traffic Engineer III

APPROVED:


Arthur T. Walsh
Chief Deputy County Executive

Date

DISAPPROVED:

Arthur T. Walsh
Chief Deputy County Executive

Date

REQUEST TO INITIATE

RTI Number 21-0255

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: Traffic Engineering "On-Call"Department: Public Works Project Manager: Harold Lutz Date: 9/22/21Service Requested: Traffic Engineering on-call services.Justification: The traffic engineering unit of DPW requires specialized assistance on an on-call basis.Requested by: Harold Lutz Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) TBD

Circle appropriate phase

Total Project Cost: TBD

Includes, design, construction and CM

Date Start Work: 7/22/22

Phase being requested

Duration: 3 years

Phase being requested

Capital Funding Approval: YES ☐ NO ☐ Roseann Dalleva 10-19-21
SIGNATURE DATE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐NIFS Entered: _____
SIGNATURE DATEAIM Entered: N. Alle 11/16/21
SIGNATURE DATEFunding Code: 62017-000x 006

use this on all encumbrances

Timesheet Code: 21-0255

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐DCE/Ops Approval: YES ☒ NO ☐

SIGNATURE

SIGNATURE

11/14/2021

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

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

DCE/Ops Approval:

YES

NO

Signature _____

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Harold T. Lutz, Director of Traffic Engineering

FROM: Office of the Commissioner

DATE: October 22, 2021

SUBJECT: CSEA Sub-Contracting Approval
C21-0255 – Proposed Contract Number: H62500
“On-Call” Traffic Engineering Services for the Department of Traffic Engineering Unit

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C21-0255**.

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

Roseann D'Alleva

Roseann D'Alleva
Deputy Commissioner

RD:jd

c: Kenneth G. Arnold, Commissioner
Joseph G. Pecora, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: October 7, 2021

SUBJECT: CSEA Notification of a Proposed DPW Contract
Contract No. H62500

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

1. DPW plans to recommend a contract/agreement for "On-Call" Traffic Engineering Services for the Department's Traffic Engineering Unit.
2. The work involves is to provide traffic engineers, inspectors, draftsmen, technicians and other staff on an "as needed" basis for various traffic engineering related projects including, but not limited to traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, data collection, preparation and/or review of traffic impact studies, traffic signal inspections, and asset management system development.
3. An estimate of the cost is: TBD
4. An estimate of the project duration is: Thirty-six (36) months

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

Roseann D'Alleva

Roseann D'Alleva
Deputy Commissioner

RD:JGP:HTL:ac

c: Jose Lopez, Director, Office of Labor Relations
Seth Blau, Deputy Director, Office of Labor Relations
Joseph G. Pecora, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Christopher Yansick, Unit Head, Financial Services Unit
Diane Pyne, Unit Head, Human Resources Unit
Rosa Miler, Special Assistant, Office of Labor Relations



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

03-16-2023

Name and Title of Authorized Representative

m/d/yy



03-16-2023

Signature

Date

WSP USA Inc.

Name of Organization

One Penn Plaza, New York, NY 10119

Address of Organization

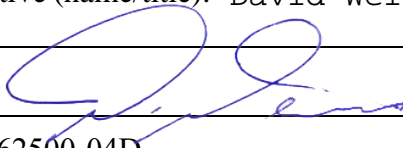
Instructions for Certification

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.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: WSP USA Inc.
Address (street/city/state/zip code): 1 Penn Plaza, NY, NY 10119
Authorized Representative (name/title): David Weiss, Sr. VP / NY Transportation Business Lead
Authorized Signature: 
Contract Number: T62500-04D
Contract/Project Name: Traffic Engineering On-Call Agreement
Contract/Project Description: Engineering, design, inspection, data collection, traffic analyses, CAD drafting, surveys, traffic impact analyses, traffic counting, traffic studies, traffic calming studies, transportation planning, providing traffic engineers, ITS Specialists, CAD Operators and technicians, and any other services necessary to address a wide variety of traffic engineering projects and assignments.

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

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$10,500,000.00		
Total MBE Dollar Amount	\$3,150,000.00	MBE Contract Percentage	30%
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount	\$630,000.00	SDVOB Contract Percentage	6%
Total Combined M/WBE/SDVOB Dollar Amount	\$3,780,000.00	Combined M/WBE/SDVOB Contract Percentage	36%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: KLD Engineering, P.C. Address: 1601 Veterans Memorial Hwy Suite 340 City: Islandia State/Zip Code: NY, 11749 Authorized Representative: Satya Muthuswamy Telephone No. (631)524-5940	Traffic Analyses, Signal Warrant Surveys, Traffic Impact Analyses, General Traffic Studies, Traffic Signal Progression Studies, Synchro Analyses, Traffic Calming Studies, GIS Analysis,	Amount (\$): \$1,500,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: M&J Engineering, P.C. Address: 2003 Jericho Turnpike City: North New Hyde Park State/Zip Code: NY, 11040 Authorized Representative: Arnold Rubenstein Telephone No. (516) 821-7300	Engineering, Signal Design, Roadway Geometry Design, General Design Services, Data Collection, Traffic Analyses, General Traffic Studies	Amount (\$): \$1,500,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Traffic Databank Address: 716 South Sixth Avenue City: Mount Vernon State/Zip Code: NY, 10550 Authorized Representative: Victor Ochieng Telephone No. (914) 815-5379	Traffic Counting Services (Turning Movements), Traffic Counting Services (ATR)	Amount (\$): \$150,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount (\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			
Name:		Amount (\$):	Start Date:
Address:			
City:			
State/Zip Code:		Award Date:	Completion Date:
Authorized Representative:			
Telephone No.			

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount (\$) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Hayduk Engineering, LLC Address: 1010 NY-112 #200 City: Port Jefferson Station State/Zip Code: NY, 11776 Authorized Representative: Stephen Hayduk Telephone No. (631) 476-0600	Engineering, Roadway Geometry Design, Pavement Marking Design, Sign Design, General Design Services	Amount (\$): \$630,000.00 <hr/> Award Date: TBD <hr/>	Start Date: TBD <hr/> Completion Date: TBD <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>