

Contract ID#: S10000MDepartment: Public WorksCLPW16000027**CF** (Capital)**CF**

CFPW13000038

## Contract Details

NIFS ID #: CFPW13000038 NIFS Entry Date: 8/30/16SERVICE: Environmental Facilities, Prog MgmtTerm: from Feb. 18, 2014 to Dec. 31, 2017

New <input type="checkbox"/>	Renewal <input type="checkbox"/>
Amendment #1 <input checked="" type="checkbox"/>	
Time Extension <input checked="" type="checkbox"/>	
Addl. Funds <input type="checkbox"/>	
Blanket Resolution <input type="checkbox"/>	
RES# <u>                    </u>	

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name	Vendor ID#
Jacobs Project Management Co.	35-2321289
Address	Contact Person
1305 Franklin Avenue, Suite 245 Garden City, NY 11530	Richard D. Fennema
	Phone
	516-307-1320

County Department
Department Contact
Joseph Davenport
Address
3340 Merrick Road Wantagh, NY 11793
Phone
(516) 571-7515

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	<u>8/31/16</u>	<u>[Signature]</u>
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	<u>8/31/16</u>	<u>[Signature]</u>
<u>8/31/16</u>	OMB	NIFS Approval	<input checked="" type="checkbox"/>	<u>8/31/16</u>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
<u>9/1/16</u>	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<u>9/1/16</u>	<u>[Signature]</u>
<u>9/1/16</u>	County Attorney	CA Approval as to form	<input type="checkbox"/>	<u>9/1/16</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>	<u>21 OCT 130 9102</u>	

RECEIVED  
CLERK OF THE LEGISLATURE  
NASSAU COUNTY

## Contract Summary

<b>Description:</b> Amendment to Personal Services Agreement S10000M – Term Extension – 1/1/2017 through 12/31/2017
<b>Purpose:</b> Approval to extend a Personal Services Agreement with Jacobs Project Management Company to continue to provide program management services for the Nassau County Sewer and Storm Water Resources District's capital improvement program
<b>Method of Procurement:</b> RFP – A qualification-based rating system in accordance with established DPW procedures. (Detailed procurement outlined in July 28, 2011 (Revised November 23, 2011) memo to Deputy County Executive and attached to initial Agreement package.)
<b>Procurement History:</b> In January 2012, the Nassau County Legislature passed a resolution allowing the County Executive to enter into an Agreement with Jacobs Project Management Company to provide the above reference services. The contract was executed in February 2014 and was set to expire December 31, 2014. The term was subsequently extended through December 31, 2016, via Commissioner's letter dated May 7, 2014.
<b>Description of General Provisions:</b> This amendment for the extension of an existing Personal Services Agreement is for the January 1, 2017 – December 31, 2017 period. There is no increase to the agreement cost ceiling.
<b>Impact on Funding / Price Analysis:</b> No additional funds are required.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3C
Resp:	067
Object:	000
Transaction:	

FUNDING SOURCE		AMOUNT
Revenue Contract <input type="checkbox"/>	\$	
County	\$	
Federal	\$	
State	\$	
Capital	\$	0.01
Other	\$	
<b>TOTAL</b>	<b>\$</b>	<b>0.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
3	PWC SW CSW/00003 <i>3C067</i>	\$0.01
<b>TOTAL</b>		<b>\$0.01</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

Date:

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



# Nassau County Interim Finance Authority

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

1. Vendor: Jacobs Project Management Company

2. Dollar amount requiring NIFA approval: \$ 0.01

Amount to be encumbered: \$ 0.01

*1/12 8/31/11*

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: Through Dec. 31, 2017

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: This is an amendment to an existing personal services agreement

### 4. Funding Source:

☐ General Fund (GEN)

☐ Grant Fund (GRT)

☒ Capital Improvement Fund (CAP)

Federal % ☐

☐ Other

State % ☐

County % ☐

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

☐ Yes ☒ No

If not, will it require a future borrowing?

☒ Yes ☐ No

Has the County Legislature approved the borrowing?

☒ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract?

☐ Yes ☒ No ☐ N/A

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

Jacobs Project Management Company is currently providing "global" program management services in support of the County's Sewer and Storm Water Resource District's capital improvement program. Their involvement in support of the capital improvement program is integral in the successful execution of the program.

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

Nassau County Attorney as to form

☐ Yes ☐ No ☐ N/A

Nassau County Committee and/or Legislature

☐ Yes ☐ No ☐ N/A

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:

*CFPW 16000032 \$64,000*

## 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.

   
\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

## 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

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

**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.**

George Maragos  
Comptroller



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

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

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

CONTRACTOR NAME: Jacobs Project Management Company

CONTRACTOR ADDRESS: 1305 Franklin Ave. Suite 245 Garden City, NY 11530

FEDERAL TAX ID #: 35-232189

**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 February 18, 2014. 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 RFP documents were advertised in Newsday and on the County website. Five (5) firms responded with technical and cost proposals on June 3, 2011. Jacobs Project Management Company was selected as the highest technically rated firm with the cost proposal that offered the best value. Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

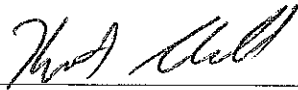
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

  
\_\_\_\_\_  
Department/Head Signature  
8/31/16  
\_\_\_\_\_  
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

## **Exhibit A**



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? If yes, to what campaign committee?

NONE

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

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

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

Dated: 5/16/16

Vendor: Jacobs Project Management Company

Signed: [Signature]

Print Name: Vincent A. Mangiere

Title: Vice President

## **Exhibit B**



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

NONE

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

NONE

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

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

NONE

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


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

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

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

Dated: May 16, 2016

Signed:



Print Name:

Vincent A. Mangiere

Title:

Vice President

**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.

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael Robert Tyler  
Date of birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Business address 155 North Lake Avenue  
City/state/zip Pasadena, CA 91101  
Telephone 1-626-578-3500  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Treasurer \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Chairman of Board \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Shareholder \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Chief Exec. Officer \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Secretary 09 / 30 / 2015  
Chief Financial Officer \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Partner \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Vice President \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any  
other type of contribution made in whole or in part between you and the business  
submitting the questionnaire? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-  
for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO \_\_\_\_;  
If Yes, provide details. See attached

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

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

**CERTIFICATION**

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

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

*See attached  
California Jurat with  
Affiant Statement*

Jacobs Project Management Co.  
Name of submitting business

Michael Robert Tyler  
Print name

*[Signature]*  
Signature

Secretary  
Title

8, 11, 2016  
Date

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

\_\_\_\_\_  
Signature of Document Signer No. 1\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

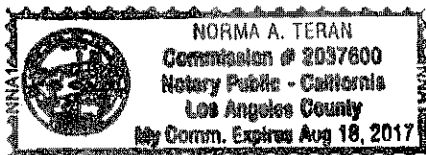
State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 11 day of August, 2016  
by Date Month Year(1) MICHAEL ROBERT TYLER(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.Signature [Signature]

Signature of Notary Public



Seal

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

*Response to question 5-redacted*

*Response to question 6-redacted*

*Response to question 7b.-Redacted*

*Response to question 10-redacted*

### 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 Kevin Christopher Berryman  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 155 North Lake Avenue  
City/state/zip Pasadena, CA 91101  
Telephone 1-626-578-3500  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer 1 / 29 / 2015  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO 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 not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_;  
If Yes, provide details. See attached

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 X 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 X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES X NO     If Yes, provide details for each such instance. (see attached)
  - 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 X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES     NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES     NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES     NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES     NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES     NO X If Yes, provide details for each such conviction.

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

**CERTIFICATION**

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

Sworn to before me this      day of      20

~~Kevin Christopher Berryman~~  
Notary Public

*Please see attached  
California Acknowledgment form  
on next page →*

Jacobs Project Management Co.  
Name of submitting business

Kevin Christopher Berryman  
Print name

*Kevin Berryman*  
Signature

Treasurer  
Title

08 / 01 / 2016  
Date

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of LOS ANGELES }

On AUGUST 1, 2016 before me, V. SANCHEZ NOTARY PUBLIC,  
(Here insert name and title of the officer)

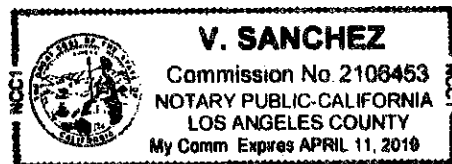
personally appeared KEVIN C BERKMAN,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he she they~~ is ~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**Response to question 5**

Kevin Berryman, within the past 3 years, has been an officer of the following U.S. Jacobs companies:

Entity Name	Title	Title Role	Role Start
Jacobs Advisers, Inc.	Treasurer	Officer	04/23/2015
Jacobs Architects/Engineers, Inc.	Finance Manager	Officer	04/02/2015
Jacobs Civil Consultants, Inc.	Treasurer	Officer	01/29/2015
Jacobs Consultancy Inc.	Treasurer	Officer	01/27/2015
Jacobs Consultancy Inc.	Director	Director	01/27/2015
Jacobs Engineering Company	Treasurer	Officer	01/29/2015
Jacobs Engineering Group Inc.	Treasurer	Officer	01/05/2015
Jacobs Engineering Group Inc.	Executive Vice President, Chief Financial Officer	Officer	01/05/2015
Jacobs Engineering Inc.	Treasurer	Officer	01/28/2015
Jacobs Engineering New York Inc.	Treasurer	Officer	01/29/2015
Jacobs Field Services Americas Inc.	Treasurer	Officer	01/29/2015
Jacobs Field Services North America, Inc.	Treasurer	Officer	01/29/2015
Jacobs Government Services Company	Treasurer	Officer	02/02/2015
Jacobs Industrial Services Inc.	Director	Director	01/29/2015
Jacobs Industrial Services Inc.	Treasurer	Officer	01/29/2015
Jacobs Professional Services Inc.	Treasurer	Officer	01/29/2015
Jacobs Project Management Co.	Treasurer	Officer	01/29/2015
Jacobs Technology Inc.	Treasurer	Officer	01/06/2015
Jacobs Telecommunications, Inc.	Treasurer	Officer	01/29/2015
JE Professional Resources, Inc.	Treasurer	Officer	02/01/2015
JE Professional Resources, Inc.	Director	Director	02/01/2015
LeighFisher Inc.	Chairman	Officer	07/30/2015
LeighFisher Inc.	Treasurer	Officer	02/02/2015
LeighFisher Inc.	Director	Director	01/27/2015
Payne & Keller Company, Inc.	Treasurer	Officer	01/29/2015

**Response to question 6**

Jacobs Project Management Co. is a wholly owned subsidiary of Jacobs Engineering Group Inc. Jacobs Engineering Group Inc. and its subsidiaries (Jacobs) form an organization that is comprised of approximately 125 operating companies and affiliates, having a total employment complement of over 60,000 persons and revenues approximately \$12 billion.

From time to time in the ordinary course of business, governmental entities, including federal, state, municipal and local entities, have awarded contract to one or more of the U.S. Jacobs entities listed in the answer to Question 5.

**Response to question 7b.**

From Time to time and in the ordinary course of its business, Jacobs Project Management Co. and/or its affiliated companies are subject to various terminations for convenience and claims and disputes, including but not limited to, arbitrations and other legal proceedings. No such termination is expected to have a materially adverse effect on the consolidated financial statements.

The Reporting Entity, Jacobs Project Management Co. (JPMCo), received a letter dated January 13, 2016, from Akima Construction Services, LLC (ACS) terminating Subcontract A12-004285 between ACS and JPMCo. for default. Jacobs is reviewing the basis and validity of the default.

**Response to question 10**

The answer remains "no" to Question 10 and the Jacobs companies listed in response to Question 5 have not in the past 5 years been the subject of a criminal investigation and/or civil anti-trust investigation. The question also asks about "any other type of investigation by any government agency, including but not limited to federal, state and local regulatory agencies while the Principal was a principal owner or officer." The term "investigation" as used in this segment of the question is very broad and not defined and is subject to interpretation. It is possible that the submission of a proposal or letter of interest prompts a public entity to research or investigate a company without the knowledge of that company. Therefore, it is difficult to answer this question with any degree of certainty. As a result, to the best of our knowledge and belief the Jacobs companies listed in the answer to Question 5 have not been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies while the Principal was a principal owner or officer.

## 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 Vincent A. Mangiere, PE  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address Two Penn Plaza, Suite 0603  
City/state/zip New York, New York 10121  
Telephone 212-268-1500  
Other present address(es) N/A  
City/state/zip N/A  
Telephone N/A

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)  
President   /  / N/A Treasurer   / N/A /  
Chairman of Board   /  / N/A Shareholder   / N/A /  
Chief Exec. Officer   /  / N/A Secretary   / N/A /  
Chief Financial Officer   /  / N/A Partner   / N/A /  
Vice President 02 / 08 / 2013 - Present   /  /  
(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 not-for-profit organization other than the one submitting the questionnaire? YES   x   NO   ;  
If Yes, provide details. (Jacobs Engineering New York Inc., CEO)

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 x  
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 x If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES x NO \_\_\_\_ If Yes, provide details for each such instance. (See attached)
  - 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 x If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO x If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO x If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO x If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO x If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO x If Yes, provide details for each such conviction.

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

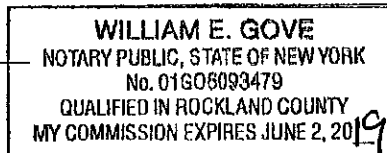
**CERTIFICATION**

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

Sworn to before me this 16 day of MAY 2016

William E. Gove  
Notary Public



Jacobs Project Management Co.

Name of submitting business

Vincent A. Mangiere, PE

Print name

[Signature]  
Signature

Vice President

Title

05 / 16 / 2016  
Date

**Response to question 7b.**

From Time to time and in the ordinary course of its business, Jacobs Project Management Co. and/or its affiliated companies are subject to various terminations for convenience and claims and disputes, including but not limited to, arbitrations and other legal proceedings. No such termination is expected to have a materially adverse effect on the consolidated financial statements.

The Reporting Entity, Jacobs Project Management Co. (JPMCo), received a letter dated January 13, 2016, from Akima Construction Services, LLC (ACS) terminating Subcontract A12-004285 between ACS and JPMCo. for default. Jacobs is reviewing the basis and validity of the default.

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: May 16, 2016

1) Proposer's Legal Name: Jacobs Project Management Co.

2) Address of Place of Business: Two Penn Plaza, Suite 0603, New York, NY 10121

List all other business addresses used within last five years:

3) Mailing Address (if different): N/A

Phone : 212-268-1500

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 167669014

5) Federal I.D. Number: 35-2321289

6) The proposer is a (check one): Corporation ☒ X Sole Proprietorship ☐ Partnership ☐ Other (Describe) \_\_\_\_\_

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

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

The answers to the questions on this questionnaire that pertain to affiliates of the business submitting the questionnaire, Jacobs Project Management Co. are responsive for United States affiliates only. Rev. 3-2016

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

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes      No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). See attached

11) Has the proposer, during the past seven years, been declared bankrupt? Yes      No x If Yes, state date, court jurisdiction, amount of liabilities and amount of assets     

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes      No x If Yes, provide details for each such investigation. See attached

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

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

a) Any felony charge pending? Yes      No x If Yes, provide details for each such charge.     

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes      No x  
See attached

If Yes, provide details for each such conviction \_\_\_\_\_

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

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

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_\_ No x If Yes, provide details for each such instance. \_\_\_\_\_

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

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

17) Conflict of Interest:

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

See attached

(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.

See attached

(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.

See attached

- 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; January 8, 2008
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;  
Jacobs Engineering Group Inc.
- iii) Name, address and position of all officers and directors of the company;  
See attached
- iv) State of incorporation (if applicable);  
Delaware
- v) The number of employees in the firm;
- vi) Annual revenue of firm; See attached 10X
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.  
Attached

- B. Indicate number of years in business. The company, Jacobs Project Management Co. was incorporated 1/4/08. However, it's parent company Jacobs Engineering Group Inc. was originally incorporated on 8/23/1957
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- 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 Housing Authority Sandy Recovery

Contact Person Brad Bundy, Construction Management Oversight Lead

Address Disaster Recovery Office / Sandy Program Unit / Recovery to Resiliency  
250 Broadway, 27th Floor

City/State New York, NY 10007

Telephone 212 306-8301 (Office) 412 638-6770 (Cell)

Fax #

E-Mail Address bradley.bundy@cbl.com

Company Nassau Community College

Contact Person Carol Friedman, VP Facilities Management

Address One Education Drive, F Cluster, 2nd Floor

City/State Garden City, NY 11530-6793

Telephone 516-572-9786 Extension 28325

Fax # \_\_\_\_\_

E-Mail Address Carol.Friedman@ncc.edu

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Company State University Construction Fund / Stony Brook University

Contact Person Louis (Lou) Rispoli Associate Vice President Facilities and Services

Address Campus Planning, Design and Construction Research and Support Services Suite  
160 Development Drive

City/State Stony Brook, NY 11794-6010

Telephone 631-632-6218

Fax # \_\_\_\_\_

E-Mail Address Louis.Rispoli@stonybrook.edu

# 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.

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

Sworn to before me this 17 day of MAY 2016

William E. Gove  
Notary Public

WILLIAM E. GOVE  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01G06093479  
QUALIFIED IN ROCKLAND COUNTY  
MY COMMISSION EXPIRES JUNE 2, 2019

Name of submitting business: Jacobs Project Management Co.

By: Vincent A. Mangiere

Print name

Signature

Vice President

Title

05 / 17 / 2016  
Date

**Business History Form**

**Response to Question 7**

The Business shares office space, equipment and expenses with the following affiliates:

<b>Federal ID #</b>	<b>Company Name</b>	<b>Address</b>
13-0436690	Jacobs Civil Consultants Inc. (JCCI)	Two Penn Plaza New York, NY 10121
95-4081636	Jacobs Engineering Group Inc. (JEG) (Parent Company)	155 North Lake Avenue Pasadena, CA 91101
13-2749347	Jacobs Engineering New York Inc. (JENY)	Two Penn Plaza New York, NY 10121
75-2923095	JE Architects/Engineers, P.C.	777 Main Street Fort Worth, TX 76102
13-3914330	Iffland Kavanagh Waterbury, PLLC	Two Penn Plaza New York, NY 10121

From time to time, an entity will provide services to another entity on a project.

**Response to Question 9**

The Business, Jacobs Project Management Co. is a wholly-owned subsidiary of Jacobs Engineering Group Inc. Jacobs Engineering Group Inc. and its subsidiaries ("Jacobs") form an organization that is comprised of approximately 125 operating companies and affiliates, having a total current employment complement of over 60,000 persons and revenues approximately \$12 billion.

The parent and affiliates of Jacobs Project Management Co. located at Two Penn Plaza, New York, NY 10121, include the following:

<b>Federal ID #</b>	<b>Company Name</b>	<b>Address</b>
95-4081636	Jacobs Engineering Group Inc. (JEG) (Parent Company)	155 North Lake Avenue Pasadena, CA 91101
13-0436690	Jacobs Civil Consultants Inc. (JCCI)	155 North Lake Avenue Pasadena, CA 91101
13-2749347	Jacobs Engineering New York Inc. (JENY)	Two Penn Plaza New York, NY 10121
66-0286979	Jacobs Government Services Co.	155 North Lake Avenue Pasadena, CA 91101
74-1712438	Jacobs Field Services North America Inc.	5995 Rogerdale Road Houston, TX 77072
74-1744538	Jacobs Consultancy Inc.	5995 Rogerdale Road Houston, TX 77072
95-2744655	Jacobs Engineering Inc.	155 North Lake Avenue Pasadena, CA 91101
95-3869738	Jacobs Advisers Inc.	155 North Lake Avenue Pasadena, CA 91101
95-4362684	JE Professional Resources Inc.	155 North Lake Avenue Pasadena, CA 91101
62-0510412	Jacobs Technology Inc.	600 William Northern Blvd. Tulahoma, TN 37388
43-186-5020	Jacobs Industrial Services Inc.	501 North Broadway St. Louis, MO 63102
57-0745988	CRSS International Inc.	5995 Rogerdale Road Houston, TX 77072

Federal ID #	Company Name	Address
22-3514442	Jacobs Telecommunications Inc.	299 Madison Avenue Morristown, NJ 07962
36-4090392	Edwards and Kelcey Design Services Inc.	130 East Randolph Chicago, IL 60601
95-3525833	Jacobs Engineering Company	155 North Lake Avenue Pasadena, CA 91101
13-4224332	Edwards and Kelcey Partners LLP	299 Madison Avenue Morristown, NJ 07962
95-4065257	Payne & Keller Company Inc	4949 Essen Lane Baton Rouge, LA 7082
58-0907412	Jordan Jones and Goulding, Inc.	6801 Governors Lake Parkway Norcross, GA 30071
80-0529415	LeighFisher Inc.	155 North Lake Avenue Pasadena, CA 91101
35-2449995	Integrated Pipeline Solutions Inc.	155 North Lake Avenue Pasadena, CA 91101
58-1923778	Resource Spectrum Inc.	155 North Lake Avenue Pasadena, CA 91101

The following is a list of affiliates and related entities that conduct business in New York or are parent companies of companies licensed to do business in New York.

Federal ID #	Company Name	Address
13-0436690	Jacobs Civil Consultants Inc.	Two Penn Plaza New York, NY 10121
35-2321289	Jacobs Project Management Co. (JPMCo.)	155 North Lake Avenue Pasadena, CA 91101
95-4081636	Jacobs Engineering Group Inc. (JEG) (Parent Company)	155 North Lake Avenue Pasadena, CA 91101
13-2749347	Jacobs Engineering New York Inc. (JENY)	Two Penn Plaza New York, NY 10121
75-2923095	JE Architects/Engineers, P.C.	777 Main Street Fort Worth, TX 76102
80-0529415	LeighFisher Inc.	155 North Lake Avenue Pasadena, CA 91101
22-3514442	Jacobs Telecommunications Inc.	299 Madison Avenue Morristown, NJ 07962

Jacobs Project Management Co. is submitting this proposal but we acknowledge that there are several Jacobs entities that conduct business in New York. We are aware of the requirements regarding conflicts of interest and will adhere to those requirements during the duration of the agreement if awarded the contract.

**Response to question 10**

To the best of our knowledge and belief, Jacobs Project Management Co. has not had a bond or surety cancelled or forfeited or a contract with Nassau County terminated.

The Company, Jacobs Project Management Co. is a wholly owned subsidiary of Jacobs Engineering Group Inc. Jacobs Engineering Group Inc. and its subsidiaries ("Jacobs") form an

organization that is comprised of approximately 125 operating companies and affiliates, having a total current employment complement of over 60,000 persons and revenues approximately \$12 billion. From time to time and in the ordinary course of business, Jacobs is subject to various terminations for convenience and claims and disputes, including but not limited to, arbitrations and other legal proceedings. No such termination is expected to have a materially adverse effect on the consolidated financial statements.

The Reporting Entity, Jacobs Project Management Co. (JPMCo), received a letter dated January 13, 2016, from Akima Construction Services, LLC (ACS) terminating Subcontract A12-004285 between ACS and JPMCo. for default. Jacobs is reviewing the basis and validity of the default.

**Response to question 12 and 13**

In 2003, due to misconduct by two former employees of a former affiliate of Jacobs Project Management Co., the Jacobs organization was informed that the former affiliate Company was the subject of a federal investigation. More recently, the United States Department of Justice has confirmed that neither Jacobs Engineering Group Inc. nor the former affiliate company is a subject of such an investigation.

Two former employees of a former affiliate were charged with giving false information to investigators during the investigation. They have pled guilty. Before they were charged, one resigned from and one was terminated by the former affiliate. The terminated employees were Jim Nagle, former General Manager, Operations of the former affiliate's Chicago Office, and Elizabeth Koski, former Business Development Manager of the former affiliate's Chicago Office. Both pled guilty to one violation of Title 18, United States Code Section, 1001(a) (2), a felony, in March 2004. On March 10, 2005, each was sentenced to probation for five years, fined \$4,000, and ordered to perform 200 hours of community service.

**Response to 14c**

In 2003, due to misconduct by two former employees of a former affiliate of Jacobs Project Management Co., the Jacobs organization was informed that the former affiliate Company was the subject of a federal investigation. More recently, the United States Department of Justice has confirmed that neither Jacobs Engineering Group Inc. nor the former affiliate company is a subject of such an investigation.

Two former employees of a former affiliate were charged with giving false information to investigators during the investigation. They have pled guilty. Before they were charged, one resigned from and one was terminated by the former affiliate. The terminated employees were Jim Nagle, former General Manager, Operations of the former affiliate's Chicago Office, and Elizabeth Koski, former Business Development Manager of the former affiliate's Chicago Office. Both pled guilty to one violation of Title 18, United States Code Section, 1001(a) (2), a felony, in March 2004. On March 10, 2005, each was sentenced to probation for five years, fined \$4,000, and ordered to perform 200 hours of community service.

**Response to question 14e**

The Jacobs Organization, Jacobs Engineering Group Inc. and its subsidiaries ("Jacobs") form an organization that is comprised of approximately 125 operating companies and affiliates, having a total current employment complement of over \$60,000 persons and revenues approximately \$12 billion.

From time to time and in the ordinary course of business, the Jacobs Organization is subject to various claims and disputes, including but not limited to, arbitrations, EEOC matters and other legal proceedings. It is the Jacobs organization's practice to vigorously defend itself in such actions, many of which are generally subject to insurance and none of which are expected to have a materially adverse effect on the company's consolidated financial statements.

**Response to 17a(i)**

To the best of our knowledge and belief Jacobs Project Management Co. does not have any material financial relationship that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. However, while Jacobs Project Management Co. is unaware of any material financial relationship that a firm employee may have that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County, Jacobs does not maintain files or track this information.

**Response to 17a(ii)**

To the best of our knowledge and belief Jacobs Project Management Co. does not have knowledge of any family relationship that any employee of Jacobs Project Management Co. has with any County public servant that may create a conflict of interest in acting on behalf of Nassau County. However, Jacobs Project Management Co. does not maintain record and does not have information to adequately answer the question.

**Response to 17b**

The managers of the various lines of business within the Company will verify pursuits and existing projects with each other to confirm that a conflict of interest does not exist. The Legal and Contracts Management Group conduct a search of an internal data base which contains information regarding proposals and contracts. This database provides information to confirm a conflict does not exist. If a conflict should arise in the future Jacobs has proposed and created an action plan for resolution of a conflict of interest. This plan included restrictions on employees working on certain projects from working on other specific projects, the execution of Confidentiality Agreements by employees and additional restrictions regarding future pursuits, supervision of employees and exchanging information, etc.

## Analysis

FORWARD-LOOKING STATEMENTS AND OTHER  
SAFE HARBOR APPLICATIONS

Statements included in this *2015 Summary Annual Report* that are not based on historical facts are "forward-looking statements," as that term is defined in the private Securities Litigation Reform Act of 1995. Although such statements are based on management's current estimates and expectations, and currently available competitive, financial and economic data, forward-looking statements are inherently uncertain and involve risks and uncertainties that could cause the results of the Company to differ materially from what is contained in these forward-looking statements. You should not place undue reliance on these forward-looking statements.

When used in this *2015 Summary Annual Report*, words such as "anticipate," "estimate," "expect," "seek," "intend," "plan," "believe," and similar words are intended in part to identify forward-looking statements. Some of the factors that could cause or contribute to such differences are listed and discussed in Item 1A — Risk Factors of the Company's most recent *Annual Report* on Form 10-K and include the following: exposure to financial losses and civil and criminal liabilities due to failure to maintain safe work sites or to comply with various government regulations or contracts; negative conditions in the credit markets; fluctuations in commodity prices; the cyclical nature of the markets in which the Company and its clients operate; loss of one or a

few customers or projects; adjustment, cancellation or suspension of contracts in the Company's backlog; the outcome of pending and future claims and litigation; employee, agent or partner misconduct; the risks and uncertainties relating to acquiring other businesses and operating internationally; actual results differing from estimates and assumptions in the Company's financial statements; and the Company's ability to hire and retain qualified personnel. The list set forth in Item 1A — Risk Factors of the Company's most recent *Annual Report* on Form 10-K and the list set forth above — are not all-inclusive, and the Company undertakes no obligation to release publicly any revisions or updates to any forward-looking statements that are contained in this *2015 Summary Annual Report*. Readers of this *2015 Summary Annual Report* are encouraged to read carefully the Company's most recent *Annual Report* on Form 10-K (including discussions contained in Items 1 — Business, 1A — Risk Factors, 3 — Legal Proceedings, and 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations contained therein) and other documents the Company files from time to time with the United States Securities and Exchange Commission for a further description of some of the factors that could cause actual results to differ from the forward-looking statements contained herein.

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING  
FIRM ON CONDENSED FINANCIAL STATEMENTS**

*The Board of Directors and Stockholders of Jacobs Engineering Group Inc.*

We have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Jacobs Engineering Group Inc. and subsidiaries at October 2, 2015 and September 26, 2014 and the related consolidated statements of earnings, comprehensive income, stockholders' equity, and cash flows for each of the three fiscal years in the period ended October 2, 2015 (not presented separately herein) and in our report dated November 23, 2015, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated financial statements as of October 2, 2015 and September 26, 2014 and for each of the three fiscal years in the period ended October 2, 2015 (presented on pages 102 through 107) is fairly stated, in all material respects, in relation to the consolidated financial statements from which it has been derived.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the effectiveness of Jacobs Engineering Group Inc. and subsidiaries' internal control over financial reporting as of October 2, 2015, based on criteria established in Internal Control --- Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated November 23, 2015 (not presented separately herein) expressed an unqualified opinion thereon.

*Ernst & Young LLP*

Los Angeles, California

November 23, 2015

**REPORT BY MANAGEMENT**

The management of Jacobs Engineering Group Inc. has prepared the accompanying consolidated financial statements and other financial information included in this summary annual report and is responsible for their integrity and objectivity. Management maintains a system of internal controls over financial reporting which is designed to provide reasonable assurance that, among other things, transactions are properly authorized, executed, and recorded, and that the Company's records and reports are reliable. Management's Report on Internal Control over Financial Reporting appears under Item 9A in the Company's 2015 Annual Report on Form 10-K filed with the Securities and Exchange Commission.

## Financial Data

Dollars in thousands, except per share information

	2015	2014	2013	2012
<b>Results of Operations:</b>				
Revenues	\$ 12,114,832	\$ 12,695,157	\$ 11,818,376	\$ 10,893,778
Net earnings attributable to Jacobs	302,971	328,108	423,093	378,954
<b>Financial Position:</b>				
Current ratio	1.66 to 1	1.66 to 1	2.14 to 1	2.07 to 1
Working capital	\$ 1,301,810	\$ 1,542,225	\$ 2,151,939	\$ 1,865,025
Current assets	3,282,976	3,892,071	4,038,558	3,612,077
Total assets	7,785,926	8,453,659	7,274,144	6,839,433
Long-term debt	584,434	764,075	415,086	528,260
Total Jacobs stockholders' equity	4,291,745	4,469,255	4,213,097	3,722,473
Return on average equity	6.92%	7.56%	10.66%	10.77%
Backlog:				
Technical professional services	\$ 11,692,404	\$ 12,607,029	\$ 11,118,400	\$ 10,286,500
Total	18,506,570	18,380,034	17,217,900	15,909,700
<b>Per Share Information:</b>				
Basic EPS	\$ 2.42	\$ 2.51	\$ 3.27	\$ 2.97
Diluted EPS	2.40	2.48	3.23	2.94
Stockholders' equity	34.85	33.92	32.00	28.55
<b>Average Number of Shares of Common Stock and Common Stock Equivalents Outstanding (Diluted)</b>				
Common Shares Outstanding	126,110	132,371	130,945	128,692
At Year End	123,153	131,753	131,639	129,636

Net earnings for fiscal 2016 include a one-time, after-tax charge of \$50.3 million, or \$0.46 per diluted share.

Net earnings for fiscal 2017 include a one-time, after-tax gain of \$4.0 million, or \$0.03 per diluted share.

Net earnings for fiscal 2014 includes (i) the net, after-tax cost of approximately \$77.4 million, or \$0.58 per diluted share, related to the company's restructuring activities, and (ii) the net, after-tax cost of \$31.8 million or \$0.24 per diluted share, related to several unusual and one-time events and transactions more thoroughly described in the fiscal 2014 Annual Report on Form 10-K.

Net earnings for fiscal 2015 includes the net, after-tax cost of approximately \$167.9 million, or \$0.85 per diluted share, related to the 2015 Restructuring.

2011	2010	2009	2008	2007	2006
\$ 10,381,664	\$ 9,915,517	\$ 11,467,376	\$ 11,252,159	\$ 8,473,970	\$ 7,421,270
331,029	245,374	399,854	420,742	287,130	196,883
1.47 to 1	2.23 to 1	2.17 to 1	1.74 to 1	1.78 to 1	1.75 to 1
\$ 1,011,565	\$ 1,527,589	\$ 1,522,548	\$ 1,173,237	\$ 1,001,644	\$ 776,766
3,180,091	2,767,042	2,812,449	2,750,234	2,278,078	1,817,961
5,199,226	4,683,917	4,425,614	4,278,238	3,389,421	2,853,884
2,042	509	737	55,675	40,450	77,673
3,312,988	2,859,048	2,625,913	2,245,147	1,843,662	1,423,214
10.73%	8.97%	16.42%	20.58%	17.58%	15.21%
\$ 9,100,100	\$ 7,588,900	\$ 8,209,300	\$ 8,085,200	\$ 6,188,500	\$ 5,153,400
14,289,800	13,202,000	16,219,400	16,696,600	13,585,800	9,777,700
\$ 2.63	\$ 1.98	\$ 3.26	\$ 3.47	\$ 2.42	\$ 1.69
2.60	1.96	3.21	3.38	2.35	1.54
25.93	22.71	21.14	18.30	15.34	12.06
127,235	125,790	124,534	124,357	122,226	120,373
127,785	125,909	124,230	122,701	120,222	117,892

## Financial Data

Net earnings for fiscal 2014 includes (a) the net after-tax cost of approximately \$77.4 million, or \$0.36 per diluted share, related to the company's restructuring activities, and (b) a net after-tax cost of \$01.6 million, or \$0.24 per diluted share, related to several unusual and one-time events and transactions more thoroughly described in the fiscal 2014 Annual Report on Form 10-K.

Net earnings for fiscal 2015 includes the net after-tax cost of approximately \$167.9 million, or \$0.96 per diluted share, rounded in the 2015 Restructuring.

## CONSOLIDATED STATEMENTS OF EARNINGS

In thousands, except share information

	2015 October 2	2014 September 26	2013 September 27
Revenues	\$ 12,114,832	\$ 12,695,157	\$ 11,818,376
Costs and Expenses:			
Direct costs of contracts	(10,146,494)	(10,621,373)	(9,976,057)
Selling, general and administrative expenses	(1,622,811)	(1,545,716)	(1,173,340)
Operating Profit	445,527	528,068	668,979
Other Income (Expense):			
Interest Income	7,262	9,693	5,395
Interest expense	(19,503)	(11,437)	(12,506)
Miscellaneous income (expense), net	(3,149)	15,842	80
Total other expense, net	(15,390)	14,098	(7,431)
Earnings Before Taxes	430,137	542,166	661,548
Income Tax Expense	(101,255)	(190,054)	(221,366)
Net Earnings of the Group	328,882	352,112	440,182
Net Earnings Attributable to Noncontrolling Interests	(25,911)	(24,004)	(17,089)
Net Earnings Attributable to Jacobs	\$ 302,971	\$ 328,108	\$ 423,093
Net Earnings Per Share:			
Basic	\$ 2.42	\$ 2.51	\$ 3.27
Diluted	\$ 2.40	\$ 2.48	\$ 3.23

## NON-U.S. GAAP FINANCIAL MEASURES

In thousands

	2015 Q4	2015
Net earnings attributable to Jacobs — US GAAP	\$ 29,863	\$ 302,971
2015 Restructuring	88,197	107,314
Net earnings attributable to Jacobs — adjusted	\$ 98,060	\$ 410,885
Diluted earnings per share:		
US GAAP	\$ 0.24	\$ 2.40
Adjusted	\$ 0.60	\$ 3.26

The following table reconciles certain elements of the company's results in operations including the 2015 Restructuring to its US GAAP results of operations. Although such information is non-GAAP in nature, it is presented because management believes it provides a better view of the company's operating results to investors to assess the company's performance and operating trends.

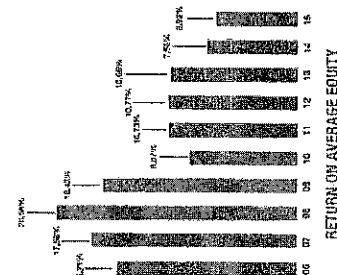
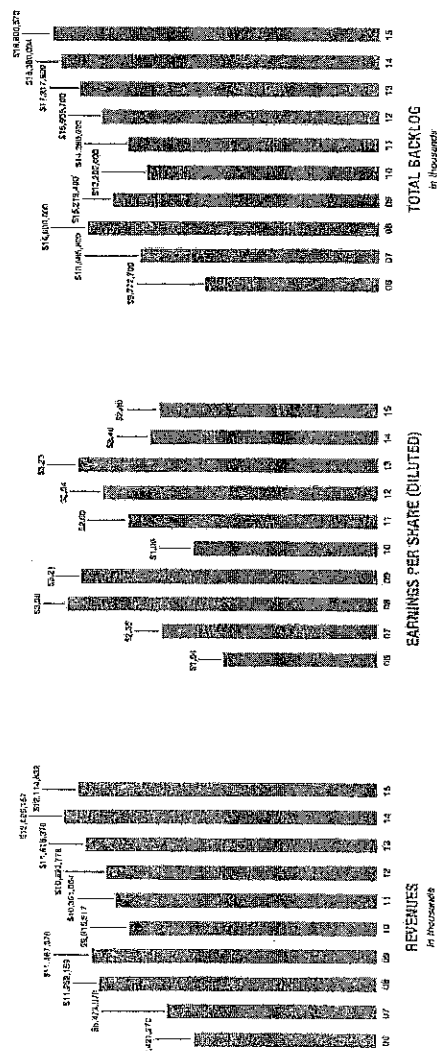
# CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

In thousands

	2015 October 2	2014 September 26	2013 September 27
Net Earnings of the Group	\$ 328,882	\$ 352,112	\$ 440,182
Other Comprehensive (Loss) Income:			
Foreign currency translation adjustments	(136,168)	(33,316)	(23,704)
Change in pension liability	33,208	(15,303)	4,498
Gains (losses) on cash flow hedges	2,949	1,022	1,467
Other Comprehensive Income (Loss) Before Income Taxes	(100,011)	(47,587)	(17,741)
Income Tax Benefit (Expense):			
Foreign currency translation adjustments	—	3,250	—
Change in pension liability	(438)	(14,562)	(3,949)
Gains (losses) on cash flow hedges	(755)	(513)	(550)
Total Income Tax Benefit (Expense)	(1,204)	(11,825)	(4,499)
Net Other Comprehensive Income (Loss)	(101,215)	(59,422)	(22,240)
Net Comprehensive Income of the Group	227,667	292,690	417,942
Net Comprehensive Income Attributable to Noncontrolling Interests	(25,911)	(24,004)	(17,089)
Total Comprehensive Income Attributable to Jacobs	\$ 201,756	\$ 268,686	\$ 400,853

Net earnings for fiscal 2014 includes the net after-tax cost of approximately \$77.4 million, or \$0.58 per diluted share, related to the company's manufacturing activities, and (ii) the net after-tax cost of \$0.3 million, or \$0.24 per diluted share, related to Belmont terminal and one-time events and transactions more thoroughly described in the fiscal 2014 Annual Report on Form 10-K.

Net earnings for fiscal 2015 includes the net after-tax cost of approximately \$107.9 million, or \$0.86 per diluted share, related to the 2015 Restructuring.



## Financial Data

## CONSOLIDATED BALANCE SHEETS

In thousands, except share information

	2015 October 2	2014 September 28
<b>Assets</b>		
Current Assets:		
Cash and cash equivalents	\$ 460,859	\$ 732,647
Receivables	2,548,743	2,867,555
Deferred income taxes	180,298	169,893
Prepaid expenses and other current assets	119,076	121,976
Total current assets	3,268,976	3,892,071
Property, Equipment and Improvements, Net	381,238	456,797
Other Noncurrent Assets:		
Goodwill	3,048,778	3,026,349
Miscellaneous	1,072,934	1,078,442
Total other noncurrent assets	4,121,712	4,104,791
	<b>\$ 7,785,926</b>	<b>\$ 8,453,659</b>
<b>Liabilities and Stockholders' Equity</b>		
Current Liabilities:		
Notes payable	\$ 13,364	\$ 36,732
Accounts payable	566,866	622,875
Accrued liabilities	1,090,985	1,279,556
Billings in excess of costs	308,851	410,683
Total current liabilities	1,981,166	2,349,846
Long-term Debt	584,434	764,075
Other Deferred Liabilities	863,869	834,078
Commitments and Contingencies		
Stockholders' Equity:		
Capital stock		
Preferred stock, \$1 par value, authorized—1,000,000 shares; issued and outstanding—none		
Common stock, \$1 par value, authorized—240,000,000 shares; issued and outstanding— 123,152,966 shares and 131,752,768 shares, respectively	123,153	131,753
Additional paid-in capital	1,137,144	1,173,858
Retained earnings	3,496,212	3,527,193
Accumulated other comprehensive loss	(464,764)	(363,549)
Total Jacobs stockholders' equity	4,291,745	4,469,255
Noncontrolling Interests	64,713	36,405
Total Group stockholders' equity	4,356,458	4,505,660
	<b>\$ 7,785,926</b>	<b>\$ 8,453,659</b>

## CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOW

In thousands

	2015 October 2	2014 September 26	2013 September 27
Cash Flows from Operating Activities:			
Net earnings attributable to the group	\$ 328,882	\$ 352,112	\$ 440,182
Depreciation and amortization	149,292	145,412	98,874
Gain on sale of certain intellectual property	—	(12,147)	—
Stock based compensation, net of excess tax benefits	40,175	44,744	42,731
Equity in earnings of investees, net of dividends	5,483	(8,394)	(14,140)
Change in pension obligations	(5,980)	(37,218)	(8,714)
Changes in working capital	(45,314)	219,256	(115,289)
Deferred gain on synthetic lease transaction	23,343	—	—
Other, net	(11,309)	17,951	4,872
Net cash provided by operating activities	484,572	721,716	448,516
Cash Flows from Investing Activities:			
Additions to property and equipment, net of disposals	(88,035)	(121,732)	(122,994)
Acquisitions of businesses, net of cash acquired	(8,101)	(1,384,342)	(39,429)
Other, net	13	(12,708)	5,340
Net cash used for investing activities	(95,123)	(1,518,782)	(157,083)
Cash Flows from Financing Activities:			
Net change in long-term borrowings	(138,470)	364,255	(118,293)
Net change in short-term borrowings	(19,757)	(18,215)	23,694
Proceeds from issuance of common stock	33,222	44,704	46,079
Common stock repurchases	(422,315)	(78,399)	—
Other, net	(5,993)	(7,425)	(11,187)
Net cash provided by (used for) financing activities	(553,314)	304,920	(59,707)
Effect of Exchange Rate Changes	(106,923)	(31,612)	(7,778)
Increase (Decrease) in Cash and Cash Equivalents	(271,788)	(523,758)	223,948
Cash and Cash Equivalents at Beginning of Period	732,647	1,256,405	1,032,457
Cash and Cash Equivalents at End of Period	\$ 460,859	\$ 732,647	\$ 1,256,405
Other Cash Flow Information:			
Interest paid	\$ 15,506	\$ 13,841	\$ 6,700
Income taxes paid	\$ 156,500	\$ 173,600	\$ 235,800

COUNTY OF NASSAU

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

1. Name of the Entity: Jacobs Project Management Co.

Address: Two Penn Plaza Suite 0603

City, State and Zip Code: New York, NY 102121

2. Entity's Vendor Identification Number: \_\_\_\_\_

3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

Response Redacted

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

Response Redacted

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.

Response redacted

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.

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

Response redacted

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

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

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

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

Dated: 05/17/16

Signed: 

Print Name: Vincent A. Mangiere

Title: Vice President

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

COUNTY OF NASSAU

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

1. Name of the Entity: Jacobs Engineering Group Inc.

Address: 155 North Lake Avenue

City, State and Zip Code: Pasadena, CA 91101

2. Entity's Vendor Identification Number: \_\_\_\_\_

3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

Response Redacted

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

Response Redacted

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.

Response redacted

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.

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

Response redacted

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

Response Redacted

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

Response Redacted

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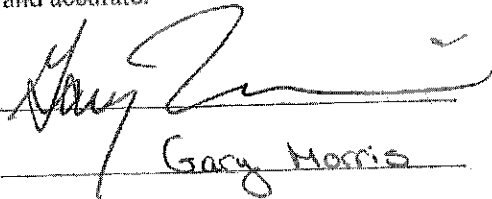
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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: 07/06/2016

Signed: \_\_\_\_\_



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

Gary Morris

Title: \_\_\_\_\_

Vice President

**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.

## AMENDMENT NO. 1

AMENDMENT, dated as of the date executed by Nassau County (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Jacobs Project Management Company, a consulting firm having its principal office at 1305 Franklin Avenue, Suite 245, Garden City, New York (the "Firm" or the "Contractor").

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

WHEREAS, pursuant to County contract number S10000M between the County and the Firm, executed on behalf of the County on February 18, 2014, (the "Original Agreement"), the Firm is performing program management services in connection with Sewer and Storm Water Resource District capital improvement projects, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from February 18, 2014, through December 31, 2016 (the "Original Term"); and,

WHEREAS, the County and the Firm desire to extend the Original Term by one (1) year,

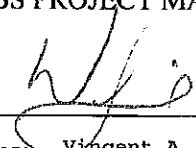
NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Amended Term. The term of the Original Agreement shall be extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2017 (the "Amended Expiration Date"). Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend the Amended Term 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 Amended Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Amended Expiration Date shall be modified in accordance with the notice of extension.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

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

JACOBS PROJECT MANAGEMENT COMPANY

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

Name: Vincent A. Mangiere

Title: Vice President

Date: May 17, 2016

NASSAU COUNTY

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

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

Title: \_\_\_\_\_

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 17 day of May in the year 2016 before me personally came Vincent A. Mangiere 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 Vice President of Jacobs Project Management Co., 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

**WILLIAM E. GOVE**  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01G06093479  
QUALIFIED IN ROCKLAND COUNTY  
MY COMMISSION EXPIRES JUNE 2, 2019

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 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

## Appendix "L"

### Certificate of Compliance

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

1. The managing principal of the Proposer/Bidder is:

Jacobs Project Management Company (Name)

1305 Franklin Avenue, Suite 245, Garden City, NY 11530 (Address)

(516) 307-1320 (Telephone Number)

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

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

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

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.

5/16/16  
Dated \_\_\_\_\_

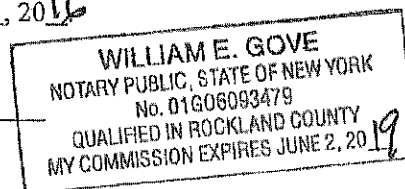
[Signature]  
Signature of Managing Principal

Vincent A. Mangiere, VP  
Name of Managing Principal

Sworn to before me this

16 day of May, 2016

[Signature]  
Notary Public



**Appendix "L"**  
**Certificate of Compliance**

3. Response Redacted

4. Response Redacted

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

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

**FROM:** Department of Public Works

**DATE:** March 15, 2016

**SUBJECT:** Environmental Facilities Program Management  
Recommendation to Extend Professional Services Agreement with  
Jacobs Project Management Company  
Agreement No. S10000M  
Encumbrance No. CFPW13000038

In January 2012, the Nassau County Legislature passed a resolution allowing the County Executive to enter into an agreement with Jacobs Project Management Company to provide program management services in connection with the sewer and storm water resources district capital improvement projects. The contract was executed in February 2014 and was set to expire December 31, 2014. The term was subsequently extended through December 31, 2016, via Commissioner's letter dated May 7, 2014, as provided for in Article 1 of the contract.

Under this contract, Jacobs Project Management Company has been providing program management services in connection with the capital improvements at the Cedar Creek and Glen Cove Water Pollution Control Plants and various Pump Stations. These program management services encompass the "non-Sandy" impacted environmental facilities. Several of these projects are in the midst of construction; and, several more are currently in design with construction scheduled to continue through 2017. We are pleased with Jacobs' performance to date, and would like to retain them to continue providing program management services at no additional cost to the County.

During the original procurement process, Jacobs received the highest technical rating and proposed a highly competitive fee. In our professional judgment, it is in the County's best interest, and represents the best value to the County, to extend the term of the subject agreement with Jacobs Project Management Company. It is therefore the Department's recommendation that the agreement with Jacobs Project Management Company be extended by amendment for one (1) additional year, without increase in compensation.

If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.


  
Shila Shah-Gavoudias  
Commissioner

SSG:KGA:JLD:cs

c: Richard P. Millet, Chief Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit ✓

APPROVED:

DISAPPROVED:

  
\_\_\_\_\_  
Richard R. Walker  
Chief Deputy County Executive

Date

\_\_\_\_\_  
Richard R. Walker  
Chief Deputy County Executive

Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/30/2016

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

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

PRODUCER LIC #0437153 1-212-948-1306

Marsh Risk & Insurance Services  
CIRTS\_Support@internal.jacobs.com  
777 S. Figueroa Street

Los Angeles, CA 90017-5822

INSURED  
Jacobs Project Management Co.

155 North Lake Avenue, 9th Floor

Pasadena, CA 91101

## CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

1-212-948-1306

E-MAIL

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

## NAIC #

INSURER A: ACE AMER INS CO

22667

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 46978037

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			HDO G27853766	07/01/16	07/01/17	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COM/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		SCF C48605291 (WI)	07/01/16	07/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	WLR C48605254 (AOS)	07/01/16	07/01/17	E.L. EACH ACCIDENT \$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C4860528A (LA, OH, TX)	07/01/16	07/01/17	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 007	07/01/16	07/01/17	PER CLAIM/PER AGG 1,000,000
	"CLAIMS MADE"						AGGREGATE 2,000,000
							DEFENSE INCLUDED

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

OFFICE LOCATION: New York, NY 10121. PROJECT MGR: Vinny Mangiere. RE: Construction Management Services. CONTRACT NUMBER: S100000M. CONTRACT END DATE: December 13, 2014. SECTOR: Public. \*\$2,250,000 SIR FOR STATES OF: LA, OH, TX. Nassau County is added as an additional insured for general liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. \*THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.\*

## CERTIFICATE HOLDER

## CANCELLATION

County of Nassau Department of Public Works  
Attn: Mr. Joseph L. Davenport, PE, Chief Sanitary Engineer

3340 Merrick Road, Building R, 3rd Floor

Wantagh, NY 11793

USA

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

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
05/30/2016

NAME OF INSURED: Jacobs Project Management Co.

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 or 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.

Vincent A. Mangiere Vice President

Name and Title of Authorized Representative

5/16/14  
m/d/yy

Signature

Date

Jacobs Project Management Company

Name of Organization

1305 Franklin Avenue, Suite 245  
Garden City, NY 11530

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.

Contract ID#: S10000M

Department: Public Works

CFPW13000038  
CF E-01-14

## CF (Capital) Contract Details

SERVICE Program ManagementNIFS ID #: CFPW13000038 NIFS Entry Date: 12/4/13 Term: from Execution to 12/31/2014

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

## Agency Information

Vendor		County Department	
Name Jacobs Project Management	Vendor ID# 352321289	Department Contact Kenneth G Arnold	
Address 1305 Franklin Ave, Suite 245 Garden City, NY 11530	Contact Person Rick Fenema  Phone: (516) 307-1320	Address 1194 Prospect Ave, Westbury  Phone: 571-9607	

## Routing Slip

DATE RECEIVED	DEPARTMENT	Internal Verification	DATE APPROVED	SIGNATURE	Legal Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	11/14	<i>Kenneth G Arnold</i>	
	DPW Capital Only	CF Capital Fund Approval <input type="checkbox"/>	11/14	<i>Kenneth G Arnold</i>	
	OMB	NIFS Approval <input type="checkbox"/>	12/10/13	<i>Gregory A. May</i>	YES <input type="checkbox"/> NO <input type="checkbox"/> Notarized <input type="checkbox"/> Blanket <input type="checkbox"/>
12/20/13	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	12/23/13	<i>Gregory A. May</i>	YES <input type="checkbox"/> NO <input type="checkbox"/> Notarized <input type="checkbox"/> Blanket <input type="checkbox"/>
12/14/13	County Attorney	CA Approval as to Form <input checked="" type="checkbox"/>	12/14/13	<i>Gregory A. May</i>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Notarized <input type="checkbox"/> Blanket <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	12/14/13	<i>Gregory A. May</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	01/14/2014	<i>Gregory A. May</i>	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	1/30/14	<i>Gregory A. May</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	1/3/14	<i>Gregory A. May</i>	



## Contract Summary

<b>Description:</b> Professional services agreement with the consulting firm Jacobs Project Management Co.
<b>Purpose:</b> Program management services to assist the Department in the management of the Sewer and Storm Water Resources District's capital improvement program.
<b>Method of Procurement:</b> Request for Proposals (RFP).
<b>Procurement History:</b> RFP documents were advertised in Newsday and on the County website. Five (5) firms responded with technical and cost proposals on June 3, 2011. Jacobs Project Management was selected as the highest technically rated firm with the cost proposal that offers the best value.
<b>Description of General Provisions:</b> This agreement encompasses program management services, including pre-construction, construction and post-construction phase services, to deliver capital projects which are identified by department staff. Specific tasks include: planning; budgeting; scheduling; cash flow forecasting; procurement; grant management; program administration, etc.
<b>Impact on Funding / Price Analysis:</b> Funding will be made available from various capital projects.
<b>Change in Contract from Prior Procurement:</b> None
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	121
Object:	
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$
Federal	\$
State	\$
Capital	\$3,877,343
Other	\$
<b>TOTAL</b>	<b>\$3,877,343</b>

LINE	INDIC OBJECT CODE	AMOUNT
1	35121	\$2,377,343
2	3P311	\$1,500,000
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$3,877,343</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kenneth Arnold

November 13, 2013

<b>NFS Certification</b> I certify that this document was accepted into NFS.		<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		<b>County Executive Approval</b> Name: <u>[Signature]</u> Date: <u>1/31/14</u> (For Office Use Only)	
Name: <u>Michael J. Cohen</u>	Name: <u>[Signature]</u>				
Date: <u>1/31/2014</u>	Date: <u>1/30/14</u>				

RULES RESOLUTION NO. - 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE  
COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT  
OF PUBLIC WORKS AND JACOBS PROJECT MANAGEMENT  
COMPANY

WHEREAS, the County on behalf of the Department of Public  
Works, has negotiated a personal services agreement with Jacobs Project  
Management Company for program management services in relation to  
management of the sewer and storm water resources district's capital  
improvement project, 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 Jacobs Project Management Company

E.5-12

RULES RESOLUTION NO. 1 - 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE  
COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT  
OF PUBLIC WORKS AND JACOBS PROJECT MANAGEMENT  
COMPANY

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 1-9-12  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County on behalf of the Department of Public  
Works, has negotiated a personal services agreement with Jacobs Project  
Management Company for program management services in relation to  
management of the sewer and storm water resources district's capital  
improvement project, 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 Jacobs Project Management Company



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: Jacobs Program Management Co.

CONTRACTOR ADDRESS: 1305 Franklin Ave, Garden City, NY

FEDERAL TAX ID #: 352321289-01

**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 May 9, 2011. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the County website. Proposals were due on June 3, 2011. Five (5) proposals were received and evaluated. The evaluation committee consisted of: Shila Shah-Gaynoudias; Richard Millet; Rakhal Maitra; Kenneth Arnold; Richard Webber; and, Joseph Davenport. The proposals were scored and ranked. As a result of the scoring and ranking (see attached), the highest-ranking proposer was selected.

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

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

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

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

\_\_\_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).

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\_\_\_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.

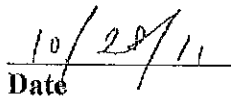
**VII. \_\_ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements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

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

\_\_ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

---

  
Department Head Signature

  
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/31/2013

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

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

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRT@Support@internal.jacobs.com 777 B. Figueroa Street Los Angeles, CA 90017-5822 Fax to: 1-212-948-1306	1-212-948-1306	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID#:	INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER FNS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 22667
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COVERAGES CERTIFICATE NUMBER: 33915517 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.

INSTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BDO 025529030	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 250,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	DEDUCTIBLE RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY		ECF 047318798 (WT)	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER
A	ANY PROPRIETARY PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NJ)	Y/N N	WCO 04731883A (LA, OH, TX)	07/01/13	07/01/14	E.L. EACH ACCIDENT \$ 1,000,000
A	DESCRIPTION OF OPERATIONS below		WLR 047318786 (AOS)	07/01/13	07/01/14	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY "CLAIMS MADE"		ECN 021658065 004	07/01/13	07/01/14	PER CLAIM/PER AGGREGATE 2,000,000 DEFENSE INCLUDED

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
OFFICE LOCATION: New York, NY. PROJECT MGR: Rick Pennema. CONTRACT MGR: Bath Tomkiewicz. SENIOR CONTRACT MGR: Greg Dickey. SECTOR: Public. RE: Amendment 3 agreement between the County and Contractor for performing "global" program management services. Contract: CR430025. \*\$2,000,000 SIR FOR STATES OF: LA, OH, TX. Nassau County is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. \*THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.\*

CERTIFICATE HOLDER 1-161087978 COUNTY OF NASSAU ONE WEST STREET MINEOLA, NY 11501 USA	CANCELLATION 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 
--	---

Cert Renewal  
ACORD 25 (2009/09)  
33915517

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KGA

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

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

**FROM:** Department of Public Works

**DATE:** July 28, 2011 (REVISED November 23, 2011)

**SUBJECT:** Proposed Personal Services Agreement with  
Jacobs Project Management Company  
Environmental Program Management Services  
Proposed Agreement No. S10000M

This Department intends to procure program management services to assist in the day-to-day management of the Sewer and Storm Water Resources District's capital improvement program. The County desires that the projects be managed to minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County's interest in increasing the operational efficiency of its sewage treatment plants and pumping stations.

A Request for Proposals (RFP) was prepared in conformance with the Department's policy for the procurement of professional services. The RFP was posted on the County's website and advertised in Newsday.

Technical and separately sealed cost proposals were received from the five (5) firms listed below on June 3, 2011. The technical proposals were evaluated by representatives of the Department of Public Works. Subsequent to the evaluation, the technical rank was established and the cost proposals were opened. The results of the technical evaluation are summarized below, along with each firm's total proposed fee:

Firm Name	Technical Rank	Technical Rating	Proposed Fee
Jacobs Project Management Co.	1	91.5	\$ 3,877,342.00
Camp Dresser & McKee	2	90.2	\$ 4,654,596.00
CH2M Hill	3	85.8	\$ 4,939,609.00
Nautilus Consulting	4	80.2	\$ 4,713,499.00
Greyhawk Construction Managers	5	79.7	\$ 3,040,258.00

The five proposers fee is established roughly on the same number of base hours per year. However, the proposal submitted by Greyhawk Construction Managers (Greyhawk) did not include personnel with the expertise in the field of wastewater design and construction. The lack of experience in this area is



Office of the County Executive  
July 28, 2011 (REVISED November 23, 2011)  
Page 2

Subject: Proposed Personal Services Agreement with  
Jacobs Project Management Company  
Environmental Program Management Services  
Proposed Agreement No. S10000M

reflected in the Greyhawk's poor technical ranking as a majority of the review teams rankings believed that this was extremely important for a successful project. Additionally the low cost submitted by Greyhawk is directly associated with an extremely low firm multiplier. For Greyhawk to have personnel on their team with adequate wastewater experience would require them to team with a firm with wastewater background. The experience of this office is that these wastewater firms typically work for multipliers with much higher rate. Ultimately if Greyhawk provided these services it is believed that their cost proposal would be closer to the mean cost proposal of the four higher technically ranked firms.

In our professional judgment, the proposal submitted by Jacobs Project Management, having received the highest technical rating and proposing a reasonable cost for the services represents the best value to the County.

The funding for these professional services is available under various Sewer and Storm Water Resources District capital projects.

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

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.



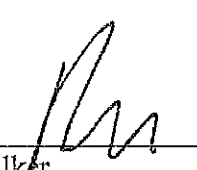
Shila Shah-Gavnoudias  
Commissioner

---

SSG:KGA:JLD:jm

c: Richard P. Millet, Deputy Commissioner  
Rakhal Maitra, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit  
Richard A. Webber, Sanitary Engineer IV  
Jonathan Lesman, Management Analyst II

APPROVED:

  
Richard R. Walker  
Chief Deputy County Executive

11/30/11  
Date

DISAPPROVED:

\_\_\_\_\_  
Richard R. Walker  
Chief Deputy County Executive

Date

**REQUEST TO INITIATE  
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

Project No. 10000

Project Title: Sewer and Storm Water Resources  
District Environmental Program  
Management

Department: Public Works

Date: July 28, 2011

Project Manager: Joseph L. Davenport, P.E.

Service Requested: Program management services to assist the Department in the management of the Sewer and Storm Water Resources District's capital improvement program. The selected program manager will provide consulting, pre-construction, construction and post-construction phase services to deliver capital projects which are identified by the Department's staff. Specific tasks include: planning, budgeting, scheduling, cash flow forecasting, procurement, grant management, program administration, etc.

Justification: The program of construction involves multiple sites and concurrent and overlapping schedules. The Department desires that the projects be managed to minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the Department's interest in increasing the operational efficiency of its wastewater treatment plants and pumping stations.

Estimated Construction Cost: \$ 3,900,000.00

Date RFBC Due: June 2011

Department Head Approval:

☒ YES

☐ NO

CDCE/Ops Approval:

☒ YES

☐ NO

SIGNATURE

SIGNATURE

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

Vendor

Quote

Comment

1. \_\_\_\_\_
2. \_\_\_\_\_ SEE COEXEC APPR MEMO \_\_\_\_\_
3. \_\_\_\_\_ (DATE July 28, 2011) \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

CDCE/Ops Approval:

YES

NO

Signature \_\_\_\_\_

SSG:KGA:JLD:cs

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

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

**FROM:** Department of Public Works

**DATE:** July 28, 2011

**SUBJECT:** Proposed Personal Services Agreement with  
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This Department intends to procure program management services to assist in the day-to-day management of the Sewer and Storm Water Resources District's capital improvement program. The County desires that the projects be managed to minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the County's interest in increasing the operational efficiency of its sewage treatment plants and pumping stations.

A Request for Proposals (RFP) was prepared in conformance with the Department's policy for the procurement of professional services. The RFP was posted on the County's website and advertised in Newsday.

Technical and separately sealed cost proposals were received from the five (5) firms listed below on June 3, 2011. The technical proposals were evaluated by representatives of the Department of Public Works. Subsequent to the evaluation, the technical rank was established and the cost proposals were opened. The results of the technical evaluation are summarized below, along with each firm's total proposed fee:

Firm Name	Technical Rank	Technical Rating	Proposed Fee
Jacobs Project Management Co.	1	91.5	\$ 3,877,342.00
Camp Dresser & McKee	2	90.2	\$ 4,654,596.00
CH2M Hill	3	85.8	\$ 4,939,609.00
Nautilus Consulting	4	80.2	\$ 4,713,499.00
Greyhawk Construction Managers	5	79.7	\$ 3,040,258.00

In our professional judgment, the proposal submitted by Jacobs Project Management, having received the highest technical rating and proposing a reasonable cost for the services represents the best value to the County.



Office of the County Executive

July 28, 2011

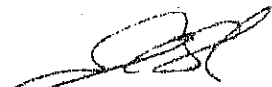
Page 2

Subject: Proposed Personal Services Agreement with  
Jacobs Project Management Company  
Environmental Program Management Services  
Proposed Agreement No. S10000M

The funding for these professional services is available under various Sewer and Storm Water Resources District capital projects.

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

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.




Shila Shah-Gavnoudias  
Commissioner

SSG:KGA:JLD:cs

c: Richard Millet, Deputy Commissioner  
Rakhal Maitra, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit ✓  
Richard A. Webber, Sanitary Engineer IV  
Jonathan Lesman, Management Analyst II

APPROVED:

DISAPPROVED:



Richard R. Walker  
Chief Deputy County Executive

8/1/11  
Date

Richard R. Walker  
Chief Deputy County Executive

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

**TO:** Civil Service Employees Association, Nassau Local 830 (fax 742-3801)  
Att: Ronald, Gurrieri

**FROM:** Department of Public Works (fax 571-9657)

**DATE:** August 9, 2011

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Proposed Contract Number: S10000M

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 contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend a contract/agreement for the following services:

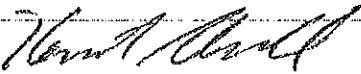
Program management services to assist the Department in the management of the Sewer and Storm Water Resources District's capital improvement program.

2. The work involves the following:

Scope of Work: The selected program manager will provide consulting, pre-construction, construction and post-construction phase services to deliver capital projects which are identified by Departments staff. Specific tasks include: planning, budgeting, scheduling, cash flow forecasting, procurement, grant management, program administration, etc.

3. An estimate of the cost is: \$3,900,000.00
4. An estimate of the duration is: three (3) years

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

  
Kenneth G. Arnold  
Assistant to Commissioner

KGA:JLD:cs

c: William S. Nimmo, Deputy Commissioner  
Keith Cromwell, Deputy Director, Office of Labor Relations  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit ✓  
Jonathan Lesman, Management Analyst II

We are transmitting one (1) sheet. If there were problems with this transmission, call 571-9604.



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

1. Name of Firm: Jacobs Project Management Co.  
Address: 260 Madison Avenue 12<sup>th</sup> floor  
City and State: New York, NY Zip Code: 1000168
2. Firm's Vendor Identification Number: 35-2321289
3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company \_\_\_\_\_ Closely Held Corp. ☒ Corporation \_\_\_\_\_ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

<u>George Kunberger-Director</u>	<u>Michael Udovic-Secretary</u>
<u>Greg Landry-Director</u>	<u>Jeffrey D. Robertson-Assistant Secretary</u>
<u>Phillip J. Stassi-Director</u>	<u>John Warren Prosser, Jr.-Treasurer</u>
<u>David Sypherd-Vice President</u>	<u>Brian Kooches-Vice President</u>
<u>Doug Hyder-Vice President</u>	<u>Charles Cimin-Vice President</u>
<u>John Fisher-Vice President</u>	<u>Larry Colson-Vice President</u>
<u>Scott McCallister-Vice President</u>	<u>Doug Mouton-Vice President</u>
<u>Ed Pogreba-Vice President</u>	

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (\* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

Jacobs Engineering Group Inc-100% shareholder.  
Jacobs Engineering Group Inc. is a publicly held corporation.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [ if none, enter "None" ] (\* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

NONE (Parent company listed in #5)

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

Dated: \_\_\_\_\_

Signed: 

Print Name: Ed Pogreba

Title: Vice President

## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Jacobs Project Management Company, a consultant firm having its principal office at 1305 Franklin Avenue, Suite 245, Garden City, New York (the "Firm" or the "Contractor").

### WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2014 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of program management services to assist the Department in the management of the Sewer and Storm Water Resources District's capital improvement program. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

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

(c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to two and two-tenths (2.2) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and two-tenths (2.2), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy-five dollars (\$175.00) per hour.

(d) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

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

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

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

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

(4) Prolog Software Licenses and support, if requested by the Department to use this proprietary information management system.

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

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

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

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed three million eight hundred seventy-seven thousand three hundred and forty-three (\$3,877,343) dollars.

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

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

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

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

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

4. Ownership and Control of Work Product

(a) Copyrights.

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

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

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

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

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

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

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

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

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

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

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof.

As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

(c) The Firm shall, and shall cause Firm's Agents to, cooperate with the County and the Department in

connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm's Agent in connection with this Agreement.

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

10. Insurance.

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

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

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

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

12. Termination.

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

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

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i)

that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

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

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

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

executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

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

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

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

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

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

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

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

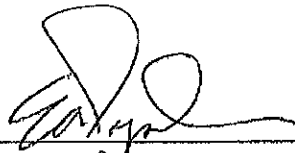
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for

this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.


{Remainder of page intentionally lefty blank}

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

JACOBS PROJECT MANAGEMENT COMPANY

By:   
Name: ED POREBA  
Title: VICE PRESIDENT  
Date: 8/19/11

NASSAU COUNTY

By:   
Name: Richard R. Walker  
Title: Chief Deputy County Executive  
Date: 2/18/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

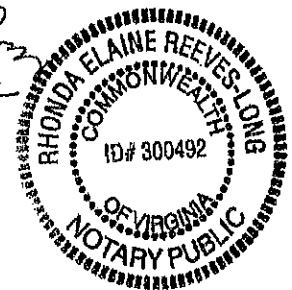
)ss.:

COUNTY OF NASSAU )

On the 19 day of AUGUST in the year 2011 before me personally came EP. ROGERS to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of FAIRFAX; that he or she is the VILE PRESIDENT of JACOBS PROJECT MGMT. 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

*Rhonda Elaine Reeves-Long*  
RHONDA ELAINE REEVES-LONG  
ARLINGTON, VA  
COMMISSION EXPIRES 5-31-13



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 18 day of February in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

*Concetta A. Petrucci*

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01FE336026  
Qualified in Nassau County  
Commission Expires April 02, 2016

## APPENDIX "A"

## DETAILED SCOPE OF SERVICES

The Firm shall provide consulting, pre-construction, construction and post-construction phase services to implement and deliver the projects which are identified by Department staff. The program of construction involves multiple sites and concurrent and overlapping schedules. The Firm shall manage the projects to minimize adverse environmental impacts to the greatest extent practicable, mitigate change order/claims/delays, and to promote the Department's interest in increasing the operational efficiency of its sewage treatment plants and pumping stations. The scope of services to be performed is summarized below.

- 2.1 Planning Services – Review the planning and constructability of capital projects identified in the County's capital plan and District's operating budget. Review related documents and make recommendations as to site logistical planning, phasing and construction implementation. The relevant documents to be reviewed include operational data, technical reports, drawings, specifications, project information papers, presentations and other documents. Investigate zoning, permitting, environmental, logistic and public relation issues which may impact plan implementation. Inspect the sites and facilities included in the plan, and explore proposed force main routes and environs, as needed, to inform the recommendations. Advise the Department regarding the relative life-cycle costs and impacts of the various options. Prepare project milestone schedule to verify logistics and construction sequences.
- 2.2 Budgeting – Review existing construction cost estimates and prepare project budgets and an overall program budget, based on these estimates. Where estimates are not provided, prepare conceptual project estimates to facilitate budgeting. As projects progress and estimates are prepared, review and update the project budgets, as necessary, to reflect the best available information. In the event that any project estimate exceeds the budget, confer with the Department and stakeholders and prepare recommendations for bringing the project within budget.
- 2.3 Scheduling - Develop and maintain the program Master Schedule, using the Critical Path Method, collaborating with the Department and other consultants as necessary. The schedule shall include project phases and milestones. Update the Master Schedule monthly to show progress and changes.
- 2.4 Cash Flow Forecasting - Using the project schedules and budgets, prepare a cash flow forecast for the program. Update the cash flow projection whenever there is a change in the Program which will significantly impact the analysis.
- 2.5 Meetings – Schedule and conduct meetings with the Department, consultants, and other stakeholders, as frequently as necessary to plan and coordinate projects, discuss progress, and solve problems related to the Program. Prepare and distribute meeting notes and agendas. Prepare monthly reports addressing financial updates, project progress, schedule and critical issues categorized by project.
- 2.6 Procurement Services – Assist the Department in soliciting and evaluating proposals for professional services including architecture, engineering, construction management, commissioning, technical consultants, PLA agreement and/or other specialized services. Similarly, assist the Department in procuring construction and other contracts associated with project/program delivery and collaborate with the Department and others to develop and implement a procurement strategy including pre-purchase of equipment, to promote the Department's interest while complying with all applicable public procurement rules and regulations.
- 2.7 Program Administration – Assist in administering the professional services contracts and construction contracts related to the delivery of the projects/program on the Department's behalf. This administration includes, but is not limited to reviewing professional/construction work product (deliverables), providing appropriate direction, processing payment requests, progress monitoring and generally administering the professional and construction contracts as an extension of the Department's staff. The Firm's role encompasses performing such tasks, functions and activities which would benefit and enhance the Department's interest in timely, efficiently and economically delivering the Program within budget and schedule, including but not limited to minimizing change

orders, claims and delays.

- 2.8 Grant and Other Applications – Assist the Department in preparing submittals pursuant to federal, state or local grant applications, requests for reimbursement, reporting minority utilization, etc. related to the Program.
- 2.9 Public Relations – Assist the Department in implementing its community outreach and public relations program. Such assistance may include drafting/preparation of presentations, project information papers, press releases, etc., and attendance at public informational meetings.
- 2.10 Post-Construction Services – Where necessary, conduct final inspections of the completed project as required. Schedule and coordinate the training of Department personnel with respect to the operation and maintenance of equipment, components and systems. Coordinate the delivery and acceptance of attic stock, operation and maintenance manuals, record drawings, etc.
- 2.11 Field Offices – The Firm will be provided furnished and equipped office space within the Department's offices, similar to that provided to the Department's staff, except that the Firm shall furnish his own personal computers and software, cellular telephones/Blackberries, and digital cameras. Telephone and internet services and regular office supplies will be provided by the Department at no cost to the Firm.

## APPENDIX "B"

## PAYMENT SCHEDULE

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

## I. BASIC SERVICES

In consideration of all services, exclusive of Reimbursable Expenses and Extra Services, if any, performed by the Firm (inclusive of sub-consultants and specialty consultants) under this Agreement, the County shall pay the Firm a total amount not to exceed three million six hundred seventy-seven thousand three hundred forty-three (\$3,677,343) dollars.

The Firm shall be compensated for such services by an amount equal to two and two-tenths (2.2) times the actual salaries or wages paid to the personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

The firm's approved staffing schedule, with titles, hourly rates and billing rates, is as follows:

Position	Name	Company	Direct Rate - Escalation at 3.5%			Multiplier	Billing Rate		
			Base Yr	Yr 2	Yr 3		Base Yr	Yr 2	Yr3
Program Executive	Rick Pennema	Jacobs	Capped	Capped	Capped	2.20	\$175.00	\$175.00	\$175.00
Technical Advisor	Gus Xenakis	Jacobs	Capped	Capped	Capped	2.20	\$175.00	\$175.00	\$175.00
Technical Advisor	Tom Lembo	N&P	Capped	Capped	Capped	2.20	\$175.00	\$175.00	\$175.00
Technical Advisor	Doug Most	Jacobs	Capped	Capped	Capped	2.20	\$175.00	\$175.00	\$175.00
Program Manager	Brian Chow	Jacobs	\$74.43	\$77.08	\$79.73	2.20	\$163.74	\$169.47	\$175.40
Asst. Program Mgr	Collin Cunningham	Jacobs	\$57.89	\$59.71	\$61.80	2.20	\$126.92	\$131.36	\$135.96
Asst. Program Mgr	Patricia Roman	Jacobs	\$53.24	\$55.40	\$57.08	2.20	\$117.12	\$121.23	\$125.47
Asst. Program Mgr	Optional Position	Jacobs/N&P	\$60.00	\$62.10	\$64.27	2.20	\$132.00	\$136.62	\$141.40
Scheduler	Allen Chimeran	Jacobs	\$63.82	\$66.70	\$69.65	2.20	\$140.40	\$146.75	\$152.84
Scheduler	Optional Position	Jacobs/N&P	\$54.00	\$55.89	\$57.85	2.20	\$118.80	\$122.96	\$127.26
Admin Assistant	TBD	MA&B	\$24.84	\$25.74	\$26.61	2.20	\$54.65	\$56.63	\$58.54

The firm may, from time to time, request additions, substitutions or modifications to the approved staffing schedule. Such requests shall be made in writing to the Commissioner and shall not become effective until approved in writing by the Commissioner.

## II. REIMBURSABLE EXPENSES

1. Prolog licenses and support – the Firm shall be reimbursed for the actual costs incurred in connection with the use of Prolog Manager Software. Invoices must be substantiated by bills and payment records.
2. Specialty/Technical Services – the Firm shall be reimbursed for the actual cost incurred in connection with specialty and or technical services, which services must be approved in advance of service delivery. Invoices must be substantiated by reports, bills and payment records.
3. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2(d) of the Agreement.

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.

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

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

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

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

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

APPENDIX "L"

Certificate of Compliance

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

1. The Vice President of the Contractor is:

Ed Pogreba (Name)

Two Penn Plaza, Suite 603, New York, NY 10121 (Address)

212-268-1500 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

See Attached

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

See Attached

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

\_\_\_\_\_

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

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

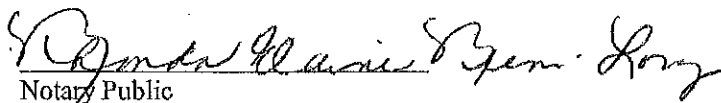
8/19/11  
Dated \_\_\_\_\_

  
Signature of Vice President \_\_\_\_\_

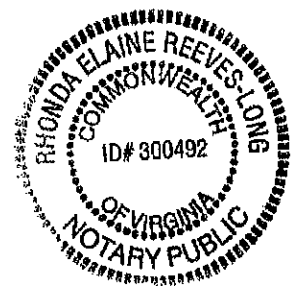
Ed Pogreba  
Name of Vice President \_\_\_\_\_

Sworn to before me this

19 day of August, 20 11.

  
Notary Public

RHONDA ELAINE REEVES-LONG  
MY COMMISSION EXPIRES 5-31-13



Attachment A

3. The Submitting Firm, Jacobs Project Management Co., is an affiliate of Jacobs Engineering Group Inc. Jacobs Engineering Group Inc. and its related companies form an organization that is comprised of approximately 125 operating companies and affiliates, having a total current employment complement of over 50,000 persons and revenues of approximately \$10 billion. While one or more companies within the Jacobs organization have received an OSHA citation within the last 5 years, none have received an OSHA citation classified as willful and most, if not all of the classifications, have settled or likely will settle at other than serious.

4. The Submitting Firm, Jacobs Project Management Co., is an affiliate of Jacobs Engineering Group Inc. Jacobs Engineering Group Inc. and its related companies form an organization that is comprised of approximately 125 operating companies and affiliates, having a total current employment complement of over 50,000 persons and revenues of approximately \$10 billion. From time to time and in the ordinary course of its business, the Company is subject to various claims, disputes, terminations, arbitrations, and other legal proceedings. It is the Company's practice to vigorously defend itself in such actions, many of which are generally subject to insurance and none of which are expected to have a materially adverse effect on the Company's consolidated financial statements. While one or more companies within the Jacobs organization have received an OSHA citation within the last 5 years, none have received an OSHA citation classified as willful and most, if not all of the classifications, have settled or likely will settle at other than serious.