



Certified:

**E-129-21**

Filed with the Clerk of the Nassau County Legislature  
August 26, 2021 12:39PM

**NIFS ID:CFPW21000021 Department: Public Works**

**Capital: X**

SERVICE: On-Call Traffic Engineering Services- T62500-03DV

Contract ID #:CFPW21000021 NIFS Entry Date: 02-JUL-21 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

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

<b>Vendor Info:</b>	
Name: <b>VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.</b>	Vendor ID#: [REDACTED]
Address: 100 Motor Parkway Suite 350 Hauppauge, NY 11788	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>	
Contact Name: Mike Hagan	
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590	
Phone: 516-571-7019	

## Routing Slip

Department	NIFS Entry: X	02-JUL-21 -- EKOBEL
Department	NIFS Approval: X	02-JUL-21 -- RD'ALLEVA
DPW	Capital Fund Approved: X	02-JUL-21 -- RDALLEVA
OMB	NIFA Approval: X	23-JUL-21 -- CNOLAN
OMB	NIFS Approval: X	05-JUL-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	02-JUL-21 -- AAMATO

County Atty.	Approval to Form: X	02-JUL-21 -- NSARANDIS
CPO	Approval: X	11-AUG-21 -- PARJUNE
DCEC	Approval: X	16-AUG-21 -- RCLEARY
Dep. CE	Approval: X	17-AUG-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	26-AUG-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> Agreement with VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. to provide on-call traffic engineering services to DPW's Traffic Engineering Unit.
<b>Method of Procurement:</b> RFP issued 6/29/18
<b>Procurement History:</b> RFP issued 6/29/18 - eight proposals were received. The Department previously awarded agreements to the five highest ranking proposers and is seeking to award on-call agreements with three additional firms, including VHB.
<b>Description of General Provisions:</b> VHB Engineering will provide traffic engineering services on an on-call basis. Services include, but are not limited to, engineering, design, inspection, data collection, CAD drafting, traffic impact analyses, traffic studies/calming studies, transportation planning, and providing traffic engineers, CAD Operators and technicians.
<b>Impact on Funding / Price Analysis:</b> Maximum amount is \$2,500,000 for a term of 3 years. There is no initial encumbrance. The anticipated MWBE utilization rate is 20%.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation: (approve as submitted)</b> Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue		1	PWCAPCAP/62017/00003/000	\$ 0.01
Control:	00	Contract:				\$ 0.00
Resp:	CAP	County	\$ 0.00			\$ 0.00
Object:	00003	Federal	\$ 0.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	62017	Capital	\$ 0.01			\$ 0.00
Detail:	000	Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 0.01</b>		<b>TOTAL</b>	<b>\$ 0.01</b>
<b>RENEWAL</b>						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE, AND GEOLOGY P.C.

WHEREAS, the County has negotiated a personal services agreement with VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. for On-Call Services in connection with various traffic engineering projects and assignments, 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 VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.



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

1. **Vendor:** VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

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

**Amount to be encumbered:** \$.01

This is a New

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

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

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

3. **Contract Term: 3 years**

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

If yes, please explain:

4. **Funding Source:**

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

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

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

Provide "On-Call" Traffic Engineering Services to DPW's Traffic Engineering Unit. The purpose of this Agreement is to make available to the Department engineering and inspection resources needed to complete specialized traffic projects and projects with specific time constraints.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

CNOLAN

23-JUL-21

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA: \_

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

**Authenticated User**

**Date**

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

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

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

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) VHB Engineering, Surveying, Landscape Architecture and Geology, P.C., having its principal office at 100 Motor Parkway, Suite 350, Hauppauge, New York 11788 (the "Firm" or the "Contractor").

### WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date, (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement 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. Any task order issued to the Firm, prior to the Expiration Date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services.

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

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

in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

### 3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services and/or Services During Construction that may be so authorized, shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

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

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

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

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

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

### 4. Ownership and Control of Work Product

#### (a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other

preliminary materials in any format related to such items, shall become the exclusive property of the County.

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

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

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

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

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

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

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

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

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

7. Compliance with Law.

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

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

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

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

9. Indemnification; Defense; Cooperation.

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

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

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

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

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

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

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

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

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

13. Termination.

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

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

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

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

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

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

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

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

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

17. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

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

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

(c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

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

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

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

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

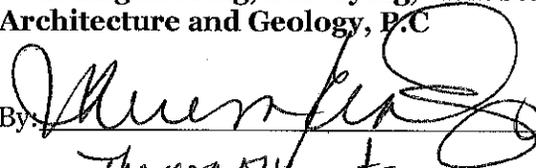
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

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

{Remainder of page intentionally lefty blank}

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

**VHB Engineering, Surveying, Landscape  
Architecture and Geology, P.C**

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

Name: Theresa Elkowitz

Title: SE VP, Northeast Regional Mgr

Date: 7/29/2020

NASSAU COUNTY

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

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

Title: County Executive

Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK



## Exhibit "A"

### Detailed Scope of Services

1. Scope of Services.

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

2. Notification.

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

3. Task Order Procedures.

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

A. Task Order Issuance and Submission of Proposal

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

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

B. Department Review of Cost Proposal

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

## **Exhibit "B"**

### Payment Schedule

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

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

#### Payments to Firm When Services Are Compensated "On the Basis of Salary Multiplier"

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

The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. All overtime requests must be submitted to the Department for approval in advance. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred.

Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy-five dollars (\$175.00).

#### Out-of-Pocket Expenses:

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

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

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

#### Subcontractor Costs and Subconsultant Charges:

1. Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for

employees of the Firm.

2. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.
3. The Firm shall be further reimbursed for the actual out-of-pocket expenses, as outline above, for subconsultants and subcontractors when authorized in writing by the Commissioner.

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract Appendix L  
Certificate of Compliance

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

President

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

Patrick O'Leary \_\_\_\_\_ (Name)

20 Hillcrest Drive, Ashford, CT 06278 \_\_\_\_\_ (Address)

860.807.4301 \_\_\_\_\_ (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 in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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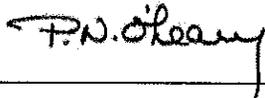
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5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.



\_\_\_\_\_  
Dated  
Signature of ~~Chief Executive Officer~~

Patrick O'Leary, President  
\_\_\_\_\_  
Name of ~~Chief Executive Officer~~

7. Compliance with Law.

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

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

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

*Patrick O'Leary*  
\_\_\_\_\_  
Signature

Patrick O'Leary, President  
\_\_\_\_\_  
Printed Name and Title

5.21.21  
\_\_\_\_\_  
Date

Jack Schnirman  
Comptroller



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



\_\_\_\_\_  
Department Head Signature

06/03/21

\_\_\_\_\_  
Date

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

# Certificate of No Change Form



All fields must be filled.

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

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

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

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

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

## Vendor Disclosures

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

Name of Submitting Entity: VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Vendor's Address: 100 Motor Parkway, Suite 350 Hauppauge NY US 11788

Vendor's EIN or TIN: 04-3472601

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

Political Campaign Contribution Disclosure Form:  
06/15/2021 09:40:39 AM

Lobbyist Registration and Disclosure Form:  
06/15/2021 09:42:44 AM

Business History Form certified:  
03/23/2021 11:59:59 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
03/23/2021 11:39:21 AM

# Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Stephen Kaplan [SKAPLAN@VHB.COM]	03/26/2021 04:48:18 PM
Christopher Charles Danforth [CDANFORTH@VHB.COM]	03/26/2021 05:29:27 PM
Juan Carlos Vargas [CVARGAS@VHB.COM]	03/26/2021 05:24:32 PM
Patrick N. O'Leary [POLEARY@VHB.COM]	03/04/2021 12:22:43 PM
Richard Hangen [RHANGEN@VHB.COM]	03/23/2021 12:06:20 PM

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

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

## CERTIFICATION

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

Patrick N. O'Leary POLEARY@VHB.COM

*Name*

President

*Title*

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

*Name of Submitting Entity*

06/16/2021 02:15:17 PM

*Date*



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES  NO  If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:  
Patrick N. O'Leary [POLEARY@VHB.COM]

Dated: 06/15/2021 09:40:39 AM

Vendor: VHB Engineering, Surveying, Landscape  
Architecture and Geology, P.C.

Title: President



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.

NA

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

NA

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

NA

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

NA

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

NA

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:  
Patrick N. O'Leary [POLEARY@VHB.COM]

Dated: 06/15/2021 09:42:44 AM

Vendor:

VHB Engineering, Surveying,  
Landscape Architecture and Geology,  
PC

Title:

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.

**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.



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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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VHB Engineering, Surveying, Landscape Architecture  
and Geology, P.C.

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Christopher Charles Danforth [CDANFORTH@VHB.COM]

---

Vice President Land Surveying

Title

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03/26/2021 05:29:27 PM

Date



from 2018 to 2020.

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

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

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

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

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

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

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

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

initiated?

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

9.

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you

been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

VHB Engineering, Surveying, Landscape Architecture  
and Geology, P.C.

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Juan Carlos Vargas [CVARGAS@VHB.COM]

---

Jr Vice President Landscape Architecture

Title

---

03/26/2021 05:24:32 PM

Date

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Patrick O'Leary  
Date of birth: [REDACTED]  
[REDACTED]  
[REDACTED]  
Country: US

Business Address: 100 Motor Parkway, Suite 350  
City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788  
Country: US  
Telephone: 631.787.3400

Other present address(es): 50 Main Street, Suite 360  
City: White Plains State/Province/Territory: NY Zip/Postal Code: 10606  
Country: US  
Telephone: 914.467.6600

List of other addresses and telephone numbers attached

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

President	<u>04/08/2013</u>	Treasurer	
Chairman of Board	<u></u>	Shareholder	<u>02/13/2015</u>
Chief Exec. Officer	<u></u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

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

YES  NO  If Yes, provide details.

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

YES  NO  If Yes, provide details.

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

YES  NO  If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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VHB Engineering, Surveying, Landscape Architecture  
and Geology, P.C.

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Patrick N. O'Leary [POLEARY@VHB.COM]

---

President

Title

---

03/04/2021 12:22:43 PM

Date



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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

VHB Engineering, Surveying, Landscape Architecture  
and Geology, P.C.

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Richard Hangen [RHANGEN@VHB.COM]

---

Director and Sole Shareholder

Title

---

03/23/2021 12:06:20 PM

Date

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Stephen Kaplan  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]

Business Address: 100 Motor Parkway, Suite 350  
City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788  
Country: US  
Telephone: 6317873400

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>10/26/2017</u>		
(Other)			

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

YES  NO  If Yes, provide details.

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

YES  NO  If Yes, provide details.

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

YES  NO  If Yes, provide details.

Three Village Swim Club; stepped down as President on 5.4.2018

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

VHB Engineering, Surveying, Landscape Architecture  
and Geology, P.C.

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Stephen Kaplan [SKAPLAN@VHB.COM]

---

Vice President

Title

---

03/26/2021 04:48:18 PM

Date

**Business History Form**

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

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

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

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

Date: 03/23/2021

1) Proposer's Legal Name: VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

2) Address of Place of Business: 100 Motor Parkway, Suite 350

City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

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

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

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

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

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

4) Dun and Bradstreet number: 79-925-3718

5) Federal I.D. Number: 04-3472601

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

7) Does this business share office space, staff, or equipment expenses with any other business?  
YES  NO  If yes, please provide details:  
We share staff and equipment with Vanasse Hangen Brustlin, Inc.

8) Does this business control one or more other businesses?  
YES  NO  If yes, please provide details:  
\_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES  NO  If yes, please provide details:  
Vanasse Hangen Brustlin, Inc.

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

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

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

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES  NO  If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
YES  NO  If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  
YES  NO  If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any  
sanction imposed as a result of judicial or administrative proceedings with respect to any professional license  
held?  
YES  NO  If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

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

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

VHB has a Code of Business Ethics and Conduct that includes a section on Conflicts of Interest. The policy is attached. The section on Conflicts of Interest is on pages 11-13.

2 File(s) Uploaded: 20200722 Business History Form.pdf, Code\_of\_Ethics\_Oct292018\_archive.pdf

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

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

YES  NO

Is the proposer an individual?

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

i) Date of formation;

03/23/2021

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

Director and Sole Shareholder: Richard E. Hangen

[Redacted]

NY License # 094431

see attached list of officers

First Name	Richard
Last Name	Hangen
MI	_____
Suffix	_____
Address	100 Motor Parkway
City	Hauppauge
State/Province/Territory	NY
Zip/Postal Code	11788
Country	US
Position	Shareholder

1 File(s) Uploaded: Nassau County Officers.docx

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

Patrick Neil O'Leary, President (Engineering)

[Redacted]

NY License # 089858

Christopher Charles Danforth, Vice President (Land Surveying)

[Redacted]

NY License # 050848

Juan Carlos Vargas, Jr. Vice President (Landscape Architecture)

[Redacted]

NY License # 002183

Stephen Kaplan, Vice President (Geology)

NY License # 000164

First Name Richard  
Last Name Hangen  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address 100 Motor Parkway  
City Hauppauge State/Province/Territory NY Zip/Postal Code 11788  
Country US  
Position Shareholder

1 File(s) Uploaded: Nassau County Officers.docx

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

130

vi) Annual revenue of firm;

41800000

vii) Summary of relevant accomplishments

1 File(s) Uploaded: 20200722 Business History Form.pdf

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

2 File(s) Uploaded: New York Engineering exp 2024.pdf, New York Land Surveying license - exp 6-30-2023.pdf

B. Indicate number of years in business.

21

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

1 File(s) Uploaded: 20200722 Business History Form.pdf

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

Company Nassau County Department of Public Works  
Contact Person Jeff Lindgren  
Address 1194 Prospect Avenue  
City Westbury State/Province/Territory NY  
Country US  
Telephone (516) 571-6998  
Fax #  
E-Mail Address jlindgren@nassaucountyny.gov

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Company	Town of Huntington		
Contact Person	Scott Spittal		
Address	100 Main Street		
City	Huntington	State/Province/Territory	NY
Country	US		
Telephone	(631) 351-3053		
Fax #			
E-Mail Address	sspittal@huntingtonny.gov		

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Company	New York State of Transportation		
Contact Person	Karen Taylor		
Address	250 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 904-3088		
Fax #			
E-Mail Address	karen.taylor@dot.ny.gov		

---

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

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

**CERTIFICATION**

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Name of submitting business: VHB Engineering, Surveying, Landscape Architecture and Geology, PC

Electronically signed and certified at the date and time indicated by:  
Patrick O'Leary [POLEARY@VHB.COM]

President  
Title

03/23/2021 11:59:59 AM  
Date



Corporate Compliance Program

# Code of Business Ethics & Conduct



Jeffrey Peterson

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Our integrity is  
a source of pride  
for us, as well  
as one of our  
greatest assets.

Dear Employees,

VHB has a long-standing reputation for honesty and integrity in the way we do business. VHB is guided by the value of, and the belief in, the power of integrity. It is with integrity that we conduct ourselves as professionals, treat one another with mutual respect, and govern and manage the corporation. Our integrity is a source of pride for us, as well as one of our greatest assets, because it instills the necessary trust and confidence in us by our customers, subcontractors, suppliers, and the overall community in which we live. Here at VHB, we are committed to the highest standards of business ethics.

To maintain our commitment to integrity, we have established a Code of Business Ethics and Conduct (“Code”). The Code identifies the standards that you are expected to follow whenever conducting business at VHB. To ensure that employees are abiding by the Code, we have developed The Corporate Compliance Program (“Program”). As a VHB employee, you are expected to read the Code and annually certify your commitment to complying fully with the Code.

To administer this Program, I have appointed Maureen Hogan as VHB’s Chief Compliance Officer. Among other things, she is responsible for implementing appropriate procedures and policies for the Program, providing regular training on compliance, and ensuring effective and appropriate enforcement. Maureen has my full support and attention regarding this Program and I expect our officers and managers will make sure that this Program and Maureen receive your full cooperation. Although I have appointed Maureen as Chief Compliance Officer, I maintain an open-door policy for any employee who has concerns regarding VHB or employee practices.

I cannot stress strongly enough that VHB does not, and will not, tolerate any form of unlawful or unethical behavior by any person or entity associated with it. At the very least, VHB expects that each of its employees conducts himself or herself in accordance with the laws and regulations that apply to our business and will not condone criminal or unethical behavior by others. Each of you is expected to alert Maureen of any information you may have of any unlawful or unethical behavior by any of our employees, prime contractors, subcontractors, suppliers, or customers. Violation of this Program, including failure to report a violation or other unlawful or unethical behavior, can be grounds for discipline, including termination.

Our continued success depends on each of us doing the right thing at all times and maintaining the highest ethical standards. Thank you for your cooperation.

Sincerely,



Michael J. Carragher  
President





# Statement of Policy

It is the policy of VHB and all related and affiliated companies (the “Company”) to maintain ethical standards and comply with all applicable laws, rules, and regulations. Adherence to this policy is the foundation of our continued success, and helps us earn and maintain the confidence of our customers and the communities in which we live. We have established this Code of Business Ethics and Conduct (the “Code”) to memorialize this policy. The following general rules apply to this Code:

1. All employees must comply with this Code. Any officer, director, or employee violating this Code is subject to discipline, which may include demotion or immediate dismissal.
2. All employees have a duty to report all suspected violations of the Code or other potentially unethical behavior by anyone, including officers, directors, employees, agents, customers, subcontractors, suppliers, and prime contractors, to the Chief Compliance Officer, Human Resources, Legal, or VHB’s EthicsPoint Phone Hotline 855.761.7944 or VHB EthicsPoint Hotline web page.
3. Employees in management positions are accountable for their own conduct. Each management employee is expected to inform those reporting to them about this Code and take all reasonable and necessary steps to promote compliance with this Code, and to prevent or detect improper conduct.

4. No employee has the authority to direct, participate in, approve, or tolerate any violation of this Code by anyone.
5. Any employee with questions about the application of this Code should consult with the designated Chief Compliance Officer, Human Resources, Legal, or VHB's EthicsPoint Phone Hotline 855.761.7944 or VHB EthicsPoint Hotline web page.

**EthicsPoint Hotline  
855.761.7944**

**Visit the EthicsPoint  
Hotline web page**





# Definitions

## *Code of Business Ethics and Conduct (“Code”)*

The written statement of acceptable behavior by VHB’s officers, directors, and employees that ensures VHB operates according to the highest ethical standards.

## *Chief Compliance Officer*

The Company official designated by the President to be responsible for implementing and administering the Code. In the case where the Chief Compliance Officer is not available, the Company President will be responsible for implementing and administering the Code.

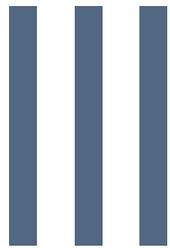
## *Corporate Compliance Program*

The written procedures and policies used by VHB that are designed to ensure all officers, directors, and employees are aware of the Code and adhere to its standards. The Corporate Compliance Program is implemented and administered by the Chief Compliance Officer. The Corporate Compliance Program includes but is not limited to the Code as well as the Company’s Human Resources Policies and Procedures (View VHB HR Policies and Procedures) and Finance and Accounting Policies and Procedures (View Finance and Accounting Policies and Procedures).

## *Employee*

Any person employed by VHB, including employees, managers, officers, directors, and persons authorized to act on behalf of the Company.





# Standards of Conduct

## **A. Equal Employment and Nondiscrimination**

The locations in which VHB employees live and work are rapidly evolving and include people of many different cultural and religious backgrounds, lifestyles and world views. Respect and appreciation for diversity is a fundamental part of (a) maintaining a productive work environment and (b) serving the Company's client base.

The continued success of our Company depends on employing the most qualified people and establishing a work environment that is free of discrimination, harassment, intimidation, or coercion related to race, color, religion, creed, sex, gender identity, national origin or ancestry, age, disability, marital or civil union status, sexual orientation, military service, veteran status, genetic information, or citizenship status. This policy extends to all phases of employment, including hiring, placement, promotion, transfer, compensation, benefits, training, and the use of facilities. VHB is committed to complying with all applicable laws related to equal employment opportunities and to require that there is no unlawful discrimination by or to any officer, director, or employee

**View VHB  
Health & Safety  
Program**



## **B. Environmental Compliance**

VHB is committed to full compliance with all federal, state, and local environmental laws, standards, and guidelines. Not only is environmental compliance legally necessary, but it is also an important component of our obligation to the community and our good reputation. VHB employees must comply with all applicable environmental laws. Any person with reason to believe there may have been a violation of any aspect of VHB's environmental compliance policy shall report such a violation immediately to the Company's Chief Compliance Officer. In addition to compliance with environmental laws and guidelines, VHB is also committed to using energy and materials in a manner that will minimize the impact on the environment, including the use of recycled materials whenever feasible.

## **C. Health and Safety**

VHB considers health and safety an important matter. The VHB Health and Safety Program (see Health & Safety Program) exists to support the goal of providing a safe and healthy environment for all employees. Because VHB performs many diverse functions, both in the office and in the field, hazards are different for different jobs/activities. Special attention must be given to specific elements of the Health & Safety Manual that apply to specific job functions and hazards. (See Health & Safety Manual under Health & Safety Program.) Employees must educate themselves regarding the applicable health and safety laws and guidelines and follow all applicable procedures. Supervisors are responsible for informing employees regarding the location of VHB's procedures and guidelines, promoting safe work practices, and requiring the use of protective equipment.

In order to assist VHB in improving VHB's Health and Safety Program, it is imperative that all employees report all health and safety incidents and accidents as well as all near-misses that occur ("Incidents").

For non-emergency Incidents, employees should contact Human Resources (at 617-607-6132) to report the matter as soon as possible. Employees should report such matters to Human Resources per above no later than the morning following the non-emergency.

For emergency Incidents, after employees have contacted emergency services and/or obtained emergency medical attention as necessary, employees (or someone else on their behalf) should contact at least one member of the Incident Management Team by phone. For more information see: Health & Safety Incident Reporting Information.

If any employee has any safety related concerns, he or she should report these concerns to the Health & Safety Compliance Officer, Health & Safety Compliance Group, the Health & Safety Office Representatives (View VHB Health & Safety Organization), Human Resources or VHB's EthicsPoint Phone Hotline (855-761-7944) or VHB EthicsPoint Hotline web page.

#### **D. Drugs and Alcohol**

VHB is firmly committed to endeavoring to provide its employees with a safe and productive work environment and promoting high standards of employee health. View VHB Workplace Drug and Alcohol Program. Accordingly, VHB expects all employees to perform his or her duties productively and safely. VHB regards drug and alcohol abuse by employees to be unsafe and contrary to the Company's interests in maximizing its productivity by creating increased risk to the their own safety, the safety of their fellow employees, and the safety of the general public and contrary to the Company's interests in maximizing its productivity. Therefore, drug and alcohol abuse will not be tolerated at VHB and the Company will take appropriate action to ensure compliance with this policy. Additionally, anyone caught using drugs or alcohol in the workplace or under the influence will be subject to discipline, including termination. Any employee with an addiction or seeking rehabilitation assistance should consult with the Human Resources, VHB's Employee Assistance Program Benefit or a health professional. VHB has adopted a Workplace Drug and Alcohol Program in accordance with federal regulations, and, for covered employees, a federally-mandated drug testing program.

VHB supervisors and employees are responsible for assuring compliance with the VHB Workplace Drug and Alcohol Program, as well as with the drug and alcohol testing policy for covered employees.

#### **E. Conflicts of Interest**

Employees must avoid situations in which their personal interests could conflict with, or appear to conflict with, the interests of the Company. Employees also must avoid situations in which one client's interests could conflict with, or appear to conflict with, the interests of another client or project. Conflicts of interest arise when an individual's position or responsibilities with the Company present an opportunity for personal gain of profit separate and apart from that individual's earnings from the Company, or where the employee's interests are otherwise inconsistent with the interests of the Company. Conflicts of interest also may arise when one client's interests in a project are inconsistent with the interests of another client in the same or another project. In general, if you think that any situation may be a potential conflict of interest, or give the appearance of a conflict of interest, you should consult with the Chief Compliance Officer.

A conflict of interest may also arise in any number of situations and it is impossible to describe each and every instance. However, the following scenarios present a greater potential for conflicts of interest:

##### **1. Outside Employment (Secondary Employment or Moonlighting)**

As a matter of Company policy, employees may pursue outside employment opportunities. However, such opportunities must not interfere with the employee's job responsibilities with the Company, including obligations for overtime work. Employees are not permitted to provide services of the same type and nature as those offered by VHB or to work for any firm that provides those services. Work for competitors in any capacity or work that competes with the services offered by VHB constitutes a conflict of interest, is considered unethical, and is grounds for immediate discharge. Any outside employment that interferes with the

employee's job responsibilities or conscientious performance of his or her duties is deemed to be a conflict of interest and not permitted.

Likewise, an employee's participation in civic, charitable, or professional organizations or activities that interferes with the employee's job responsibilities or conscientious performance of his or her job is deemed to be an impermissible conflict of interest.

Prior to engaging in any outside employment activity or participating in any civic, charitable, or professional organization or activity that may give rise to an actual or potential conflict of interest, the employee must consult with the Managing Director, Regional Manager or Chief Compliance Officer and the Company's policy on Secondary Employment (Moonlighting).

Additionally, employees may not use Company time or resources to further non-company business. Employees also may not use the Company's name for an outside activity without prior approval from authorized management.

## **2. Personal Financial Interests**

Employees should avoid personal financial interests that might conflict with the interests of the Company. Such interests may include, but are not limited to: obtaining a financial or other beneficial interest in a supplier, customer, or competitor of the Company; directly or indirectly having a personal financial interest in any business transaction that may be averse to the Company; and, acquiring real estate or other property that the employee knows, or reasonably should know, that is of interest to the Company. Such personal financial interests include those interests of not only the individual employee, but also those of the employee's spouse, children, parents, grandparents, siblings, and family in-law.

If the employee knows, or reasonably should know, that a personal financial interest may conflict with the interests with the Company, the employee must first consult with the Chief Compliance Officer and obtain express written approval.

## **3. Client Conflicts of Interest**

Employees must avoid the appearance of, as well as actual, conflicts of interests between clients and between projects in which clients may have competing interests. All VHB professionals are responsible for being aware of and adhering to contractual restrictions and legal conflict of interest laws as they apply to professional and business activities in any jurisdiction in which VHB professionals are performing work or providing services. At a minimum, prior to agreeing to perform services, employees should consider the possibility of organizational conflicts of interest and whether there is the potential for biased ground rules, impaired objectivity, or unequal access to information. The result could give



rise to potential unfair competition and/or inability to offer impartial and objective assistance, advice, or services. Any employee who becomes aware of an actual or potential conflict of interest between clients or between projects in which clients may have a competing interest must immediately report the actual or potential conflict to the Chief Compliance Officer.

## **F. Timekeeping Policy and Procedures**

Accurately recording time worked to the correct project is the responsibility of every VHB employee. Federal and state laws require VHB to keep an accurate record of every employee's time worked in order to calculate employee pay and benefits and support billings to clients.

VHB employees are required to record accurately the number of hours they work at the end of each work day or hours they have worked on a specific task prior to starting a new task. It is important for employees to record their time contemporaneously or at the end of every work day.

It is the employee's responsibility to electronically sign their time record to certify the accuracy of all time recorded. The supervisor will then review and electronically sign the timesheet before submitting it for payroll processing. If corrections or modifications need to be made to the timesheet once it is submitted, the supervisor will send the timesheet back to the employee with instruction regarding the required changes. It is the employee's responsibility to follow up with the supervisor if there are any questions regarding changes.

If it is determined that time was recorded incorrectly to a project or task number after timesheets have been posted, the time will be transferred by accounting or a contract administrator and the employee and supervisor will be required to acknowledge the correction.

Altering, falsifying, or tampering with time records, or recording time on another employee's time record, or knowingly, recklessly or with deliberate ignorance recording time incorrectly, may result in disciplinary action, up to and including termination of employment.

### **Supervisor Procedures**

In addition to following the above procedures, employees who are supervisors must also comply with the following:

- + Supervisors are responsible for monitoring their employees' compliance with VHB's Timekeeping Policy and Procedures.
- + Supervisors must review their employees' timesheets for overall accuracy, including the total number of hours charged and for the correct use of benefit hours. Supervisors will electronically sign the employee's timesheet. Pressing the "approve" button at the end of the pay period constitutes the electronic signature.

**[View HR Policies & Procedures](#)**

**[View Timekeeping Policy & Procedures](#)**

- + Supervisors must complete the approval process for all timesheets by 9:00 am on the first business day following the end of the pay period.
- + Supervisors should reject a timesheet that has incorrect time or project numbers. The employee will be required to correct the timesheet and resubmit for approval.
- + Supervisors and/or accounting personnel are not authorized to change any employee's timesheet in the electronic timekeeping system.
- + Supervisors are prohibited from completing an employee's timesheet. If an employee is unavailable and a timesheet needs to be completed, a staff member from Finance or Human Resources will submit an administrative timesheet for the employee. Finance and Human Resources staff are restricted to entering only administrative or benefit project numbers. The employee will be required to submit the administrative timesheet and then work with their manager and contract administrator to transfer the time to the correct project numbers as needed.

## **G. Gifts and Entertainment**

The definition of "gifts" is dependent on the relevant jurisdiction but may include anything of value including but not limited to cash or cash equivalent (gift cards, certificates, coupons, loans, stock, stock options), meals, entertainment (including tickets), gift baskets, awards, raffles/drawings, lodging, conference costs and offers of employment or consulting contracts.

### **1. Bribery and Kickbacks**

All forms of bribery and kickbacks are illegal and expressly prohibited. Any employee caught participating in such activity will be promptly terminated. Any employee who knows about, or reasonably should know

about, any such activity and fails to report it to the Chief Compliance Officer will be disciplined.

### **2. Government Personnel**

All forms of gifts and entertainment to or from government personnel (federal, state, and local), including persons acting for or on behalf of the government, are expressly prohibited except as permitted by law as determined by Legal.

### **3. Non-Governmental Personnel**

Receiving or accepting gifts or entertainment in the business context is a particularly sensitive area and can be inappropriate, or even illegal, depending on the circumstances. For this reason, it is important that all employees be acutely sensitive to giving or receiving gifts and entertainment from non-governmental personnel. (as stated above, the giving or receiving of gifts from government personnel is prohibited except as permitted by law as determined by Legal.) VHB employees are required to comply with following rules regarding the giving or receiving of any gifts to or from VHB employees and non-governmental personnel:

- + No gift or entertainment may be given or received if it is, or could reasonably be construed to be, intended to influence or reward anyone's past, current or future preferential behavior and should avoid even the appearance of bias.
- + VHB employees are required to be knowledgeable of and abide by any client requirements to which VHB has agreed contractually and which govern the giving or receiving of gifts.
- + VHB employees should be aware that if a private project involves public funding in any way, gift and entertainment laws which relate to government personnel could apply.



- + Never give, offer, solicit or accept cash or a cash equivalent such as gift cards, certificates, coupons, loans, stock, stock options or the like.
- + No employee may encourage or solicit gifts or entertainment of any kind from any individual or entity with whom the Company conducts or in which the Company is in active procurement or seeking to conduct business.
- + Employees should use sound business judgment and, as such, gift giving or receiving should be infrequent, moderate, not overly expensive in value and if extended, extended openly and publicly.

Employees are required to seek the counsel of Legal prior to the giving or receiving of any gifts which may violate the above policy.

#### **H. Communications and Records**

All employees are expected to be familiar with, and conform to, the Company's document retention policy as well as the Company's recordkeeping and reporting procedures. Additionally, all Company and employee communications, correspondence, and records must be accurate, complete, and timely. The contents of any written communication must be legible and unambiguous. If, after making any communication, correspondence, or record, the employee discovers that he or she has made a mistake, then the employee must take all steps as may be reasonably necessary to correct such mistake. Any employee who knowingly makes a false or misleading communication, correspondence, or record will be terminated.

#### **I. Antitrust Policy**

VHB is fully committed to compliance with the antitrust laws, which are designed to promote free and open competition in the marketplace. Not only does the customer benefit by getting the best product at the lowest price, but the Company also benefits by being able to compete on a fair level playing field with competitors. Antitrust laws are complex and must be complied with strictly. Routine business decisions involving prices, terms, and conditions or sale, dealings with competitors, and many other matters present problems of great sensitivity. It is therefore essential that every employee be generally aware of antitrust laws. Below is a general overview of antitrust laws:

*The Sherman Act is the primary federal antitrust statute. The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Violation of the Sherman Act is a felony punishable by a fine of up to \$10 million for corporations, and a fine of up to \$350,000 or 3-years imprisonment (or both) for individuals and may subject the Company and/or the individual to suspension or debarment. In addition, collusion among competitors may constitute violations of the mail or wire fraud statute, the false statements statute, or other federal felony statutes. In addition*

*to receiving a criminal sentence, a corporation or individual convicted of a Sherman Act violation may be ordered to make restitution to the victims for all overcharges. Victims of bid-rigging and price-fixing conspiracies may also seek civil recovery of up to three (3) times the amount of damages suffered. Most criminal antitrust prosecutions involve price fixing, bid rigging, or market division or allocation schemes. Under the law, price-fixing and bid-rigging schemes are per se violations of the Sherman Act. This means that where such a collusive scheme has been established, it cannot be justified under the law by arguments or evidence that, for example, the agreed-upon prices were reasonable, the agreement was necessary to prevent or eliminate price-cutting or ruinous competition, or the conspirators were merely trying to make sure that each got a fair share of the market.*

## 1. Price-Fixing

Price-fixing is an agreement among competitors to raise, fix, or otherwise maintain the price at which their goods or services are sold. It is not necessary that the competitors agree to charge the same price, or that every competitor in a given industry join the conspiracy. Price-fixing can take many forms, and any agreement that restricts price competition violates the law. Other examples of price-fixing agreements include:

- + Establishing or adhering to price discounts
- + Holding prices firm
- + Eliminating or reducing discounts
- + Adopting a standard formula for computing prices
- + Maintaining certain price differentials between different types, sizes, or quantities of products
- + Adhering to a minimum fee or price schedule
- + Fixing credit terms
- + Failing to advertise prices

## 2. Bid-Rigging

Bid-rigging is the way that conspiring competitors effectively raise prices where purchasers—often federal, state, or local governments—acquire goods or services by soliciting competing bids. Essentially, competitors agree in advance who will submit the winning bid on a contract being let through the competitive bidding process. Bid-rigging may take any number of forms, but bid-rigging conspiracies usually fall into one or more of the following categories:

- a. ***Bid Suppression*** In bid suppression schemes, one or more competitors who otherwise would be expected to bid, or who have previously bid, agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.
- b. ***Complementary Bidding*** Complementary bidding (also known as “cover” or “courtesy” bidding) occurs when some competitors agree to submit bids that either are too high to be accepted or contain special terms that will not be acceptable to the buyer. Such bids are not intended to secure the buyer's acceptance, but are merely designed to give the appearance of genuine competitive bidding. Complementary bidding schemes are the most frequently occurring forms of bid rigging, and they defraud purchasers by creating the appearance of competition to conceal secretly inflated prices.
- c. ***Bid Suppression*** In bid suppression schemes, one or more competitors who otherwise would be expected to bid, or who have previously bid, agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.

d. **Bid Rotation** In bid rotation schemes, all conspirators submit bids but take turns being the low bidder. The terms of the rotation may vary; for example, competitors may take turns on contracts according to the size of the contract, allocating equal amounts to each conspirator or allocating volumes that correspond to the size of each conspirator company. A strict bid rotation pattern defies the law of chance and suggests collusion is taking place.

e. **Subcontracting** Subcontracting arrangements can be part of a bid-rigging scheme. Competitors who agree not to bid or to submit a losing bid frequently receive subcontracts or supply contracts in exchange from the successful low bidder. In some schemes, a low bidder will agree to withdraw its bid in favor of the next low bidder in exchange for a lucrative subcontract that divides the illegally obtained higher price between them.

### 3. Market Division

Market division or allocation schemes are agreements in which competitors divide markets among themselves. In such schemes, competing firms allocate specific customers or types of customers, products, or territories among themselves. For example, one competitor will be allowed to sell to or bid on contracts let by certain customers or types of customers. In return, he or she will not sell to or bid on contracts let by customers allocated to the other competitors. In other schemes, competitors agree to sell only to customers in certain geographic areas and refuse to sell to or quote intentionally high prices to customers in geographic areas allocated to conspirator companies.

Compliance with the antitrust laws as detailed in this Section I and otherwise is a serious matter and, as explained above, violations could subject the Company to substantial civil and criminal liability. Accordingly, any employee who violates antitrust laws shall be terminated. Additionally, any employee who knows, or reasonably should know, that an antitrust violation has been, or will be, committed and fails to report it to the Chief Compliance Officer will be subject to discipline, which may include termination.



## **J. Claims**

All requests or demands for payment made on behalf of VHB pursuant to any contract or business agreement shall truthfully and accurately reflect the value of the goods or services provided. Under no circumstances may an employee make a false claim. Examples of false claims include billing time not spent working on a project, charging for materials not used in a project, or artificially inflating a claim in order to negotiate additional compensation from the customer. **Any claims that are false, fraudulent or otherwise deceitful may subject the Company, and/or the individual making the claim, to civil liability up to three (3) times the amount false claim for payment, criminal liability punishable by up to 5-years imprisonment, a fine, restitution, and administrative liability through suspension or debarment.** Accordingly, any employee who knowingly makes false claims shall be terminated immediately. Additionally, any employee who knows, or reasonably should know, that another employee has submitted, or intends to submit, a false claim and fails to report it to the Chief Compliance Officer, will be subject to discipline, which may include termination.

Employees are also required to report timely any circumstances of which they are aware that may lead to claims against VHB, as well as any actual demands for payment or services against VHB.

## **K. Statements & Certifications**

All statements, representations, and certifications made on behalf of VHB, whether written or oral, shall be accurate, truthful, and timely. Under no circumstances may an employee make a false or misleading statement, representation, or certification. Any statements that are false, fictitious, or fraudulent or contain materially false, fictitious, or fraudulent statements or entries, may subject the Company, and/or the individual making the statement, to criminal liability punishable by up to 5-years imprisonment, a fine, restitution, and

administrative liability through suspension and debarment. In addition, if a false statement is used to get a claim paid, then the Company and/or the individual may be subject to civil liability up to three (3) times the amount claimed for payment.

Additionally, employees are routinely required to certify that they and the Company comply with various contractual provisions and regulatory requirements. Examples of common certifications include certifications pertaining to environmental, safety, personnel, and health matters, product quality and material certifications, and quality control and quality assurance testing certifications. Employees must be aware of the requirements applicable to their jobs and ensure that all certifications are accurate and that there is neither a material omission of fact or materially misleading statements.

Employees are required to review due diligence emails and respond in a truthful and timely manner.

## **L. Commitment to Disadvantaged Business Enterprises (DBEs)**

VHB is committed to full compliance with government-sponsored opportunity programs, such as the disadvantaged business enterprise (DBE) program, and maximizing the opportunities of DBEs. As such, VHB will not discriminate on the basis of race, color, national origin or ancestry, religion, creed, gender identity, sex, age, marital or civil union status, sexual orientation, genetic information, citizenship status, physical/mental handicap, or veteran status in the hiring of suppliers or subcontractors and will foster an environment in which everyone is treated with respect, trust, honesty, fairness, and dignity. For each government-funded contract, VHB will make good faith efforts to maximize the participation of DBEs in subcontracts. VHB shall not knowingly retain a

DBE who is not otherwise responsible for executing the work and carrying out their responsibilities by actually performing, managing, and supervising the work.

### **M. Working with Our Government Customers**

VHB is committed to being a responsible and ethical government contractor. When working with our government customers we must act in an ethical manner and in compliance with the regulations that govern our business conduct. Those employees whose job duties involve work on a government contract should ensure that they understand the regulations applicable to their job responsibilities. If you are unsure or have questions, speak with your supervisor, Human Resources, or Legal.

#### **1. Gifts and Professional Courtesies**

Our government customers are subject to complex laws that in general prohibit them from accepting anything of value from contractors. Therefore, employees are not permitted to offer or provide anything of value to government employees without prior approval from the Chief Compliance Officer.



## 2. Hiring Former Government Employees and Restrictive Employment Agreements

Hiring current and former employees of the US Government is subject to numerous legal restrictions, some of which include criminal penalties, and therefore requires careful consideration to avoid a violation. For example:

- + US Government procurement officials must report any contacts by a bidder regarding future or potential employment and may be required to disqualify themselves from the procurement.
- + US Government agency officials who held certain procurement-related positions or responsibilities may not accept compensation as an employee, officer, director, or consultant within a period of one (1) year after the former official was involved in the procurement or program.
- + There are also other post-employment restrictions on various government personnel depending on a person's rank, grade, or official duties.

The hiring current and former municipal or state employees likewise is often subject to similar hiring or post-employment restrictions. These vary from jurisdiction to jurisdiction.

Because of the complexities in the above, employees must not engage in any employment discussions with current or former government personnel without prior approval from Legal. Further, offers of employment should never be made to such individuals without prior approval of Legal.

Potential VHB employees and current VHB employees are required to be fully aware of restrictions on their employment, to abide by these restrictions and to inform Human Resources and Legal regarding any such restrictions and provide all relevant documentation of same

prior to their employment by VHB. These include but are not limited to restrictions imposed by former employers by law, regulation or policy as well as non-compete, non-solicit, non-disclosure and confidentiality restrictions.

It is employees' sole responsibility to seek clarification and interpretation of restrictions from Legal regarding these restrictions and to comply with this interpretation. VHB immediate supervisors are responsible for being aware of such restrictions and for seeking and complying with Legal's interpretation of same.

## 3. Procurement Compliance

Working on a government contract requires that employees know and comply with all applicable contract requirements. While individual contract requirements cannot be listed in their entirety, general obligations include correct charging of costs, adherence to contract specifications, accurate maintenance of records, and adherence to Federal Acquisition Regulation (FAR) requirements, specifically, FAR Part 3.

VHB is committed to supporting the integrity of the public procurement process. Employees should never solicit or obtain:

- + Another contractor's bid or proposal information before the award of a competitive contract to which the information relates unless specifically authorized by law and in writing.
- + Information such as proposal prices, competitor pricing or technical data, proposal evaluations, internal government estimates, or any other information marked by the US Government or other governmental entity as "Source Selection Information".

All cost and pricing data in our proposals must be accurate, complete, and current as of the date of final

agreement on price. Whether you are the contract negotiator, the cost estimator, or the person responsible for furnishing data to the cost estimator, you must ensure that the data meets the FAR requirements.

#### **4. Government Contract Requirements**

Once a contract is awarded, all work performed must be accurate and in compliance with the contract terms. This includes accurately charging expenditures associated with the contract - including labor, material, and other direct costs. It is the responsibility of each employee working in support of a government contract, whether direct or indirect, to report work time in an honest manner. Travel and expenses shall be recorded accurately and contain only charges that were actually incurred by the employee. Expenses should be accurately described so that unallowable expenses may be excluded from billings to the US Government. For example, VHB may not bill alcoholic beverage charges to the US Government.

If an employee has questions about complying with contract requirements, they should consult their supervisor for further guidance.

#### **5. False Claims**

The False Claims Act prohibits any individual or company from knowingly submitting or causing the submission of false claims to the US Government.

A “claim” is broadly defined by this law and includes, but is not limited to, any request, demand, or submission, whether under contract or otherwise, for money or property, which is made by a contractor, subcontractor, grantee, or other recipient if the US Government provides any portion of the money or property requested, or if the US Government will reimburse such recipient for any portion of

the money or property requested. A “claim” also includes any request, demand, or submission that has the effect of decreasing an obligation of VHB to the US Government.

“Knowingly” is broadly defined in this Act, and includes not only when a person acts with actual knowledge of the falsity of the information, but also when a person acts in deliberate ignorance or in reckless disregard of the truth or falsity of the information.

We may not:

- + Submit or cause the submission of false claims to the government or to a government higher-tier contractor.
- + Cause false statements to be made to the government.
- + Make or deliver a false receipt for government property.

#### **6. Mandatory Obligation to Disclose Certain Misconduct**

The FAR requires the mandatory disclosure of credible evidence of federal criminal law violations involving fraud, conflict of interest, bribery, or gratuity violations, as well as claims under the Civil False Claims Act, and significant over payments. This mandatory disclosure obligation continues up through three (3) years after contract close-out. VHB is committed to complying with its mandatory disclosure obligations and to cooperating with government audits, investigations, or corrective actions.

In order to comply with these obligations, VHB employees must immediately report any issues that could potentially constitute a violation of criminal or civil law, or significant overpayment on a government contract to the Chief Compliance Officer as set forth in Section IV of this Code.



# IV

## Obligation to Report Violations & Cooperation

Each employee must promptly report any known or suspected violation of this Code of Business Ethics and Conduct and all other unlawful or unethical conduct to the Chief Compliance Officer, Human Resources, Legal, or VHB's EthicsPoint Phone Hotline 855.761.7944 or VHB EthicsPoint Hotline web page. Employees are obligated to report such known or suspected conduct without regard to the identity or position of the suspected offender. To the extent possible as determined by VHB, confidentiality will be maintained and under no circumstances will any employee who makes a report be subject to any acts of retribution, retaliation, or disciplinary action. Additionally, all employees must fully cooperate in any investigation of a suspected violation of this Code and fully cooperate with any request by the Chief Compliance Officer.

To facilitate the prompt reporting of known or suspected violations of this Code or other unlawful or unethical conduct, VHB has established an anonymous and outsourced hotline which is accessible by VHB's EthicsPoint Phone Hotline (855-761-7944) or VHB EthicsPoint Hotline web page. Any employee can anonymously report a suspected violation, and should provide sufficient facts to allow a prompt investigation of the concerns to be undertaken.

**EthicsPoint Hotline  
855.761.7944**

**Visit the EthicsPoint  
Hotline web page**

Any employee found to have violated this Code or engaged in other unlawful or unethical behavior shall be disciplined, including demotion or termination. Any employee who fails to report known or suspected violations of this Code or other unlawful or unethical behavior shall be subject to appropriate disciplinary action. Supervisors who fail to take reasonable steps to prevent or detect improper conduct are also subject to discipline. Retaliation against employees who report suspected violations in good faith ("whistleblowers") is prohibited.



# IV

## Whistleblower Protection

A “whistleblower” as defined by this Code is an employee of VHB who reports an activity that he/she considers to be illegal or dishonest. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate VHB leadership are charged with these responsibilities. To the extent possible as determined by VHB, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. The Company will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action, such as termination, compensation decreases, poor work assignments, or threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Chief Compliance Officer, Human Resources, Legal or VHB EthicsPoint Phone Hotline 855-761-7944 or VHB’s EthicsPoint Hotline web page immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities must be promptly submitted to the Chief Compliance Officer, Human Resources, Legal or VHB EthicsPoint Phone Hotline 855-761-7944 or VHB’s EthicsPoint Hotline web page. VHB will then investigate the matter and coordinate corrective action.



# VI

## Consequences for Violations

Any violation of this Code is cause for disciplinary action that may result in any of the following consequences:

- + Reprimand
- + Loss of compensation, seniority, or promotional opportunities
- + Reduction in pay
- + Demotion
- + Suspension with or without pay
- + Termination.

Nothing in this Code alters the employment at will relationship. To the extent that any Human Resource Policies or Procedures or Finance and Accounting Policies and Procedures contain different requirements than those contained in this Code, employees must adhere to whichever policy is stricter.



# *Acknowledgment*

By clicking the “I Acknowledge” button:

I acknowledge that I have received, reviewed and understand VHB’s Code of Business Ethics and Conduct. I agree to strictly comply with the Code and understand that I will be subject to disciplinary action if I violate the Code. I understand that nothing in the Code is intended to alter the employment at will relationship.

For more information or questions contact the Chief Compliance Officer, Human Resources, Legal or VHB EthicsPoint Phone Hotline 855-761-7944 or VHB's EthicsPoint Hotline web page.



## Nassau County Officers

Richard E. Hangen, Director and Sole Shareholder

[REDACTED]

NY License # 094431

Patrick Neil O'Leary, President (Engineering)

[REDACTED]

NY License # 089858

Christopher Charles Danforth, Vice President (Land Surveying)

[REDACTED]

NY License # 050848

Juan Carlos Vargas, Jr. Vice President (Landscape Architecture)

[REDACTED]

NY License # 002183

Stephen Kaplan, Vice President (Geology)

[REDACTED]

NY License # 000164

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

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

**VHB ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE  
AND GEOLOGY PC  
100 MOTOR PARKWAY  
SUITE 350  
ATTN:CATHY CRANNELL  
HAUPPAUGE, NY 11788-5120**

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD  
07/01/2020 TO 06/30/2023.



**CERTIFICATE NUMBER  
0017429**

*Sharon L. Tahoe*  
SHANNON L. TAHOE  
INTERIM COMMISSIONER OF EDUCATION

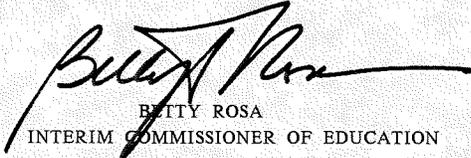
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SUITE 350  
ATTN:CATHY CRANNELL  
HAUPPAUGE, NY 11788-5120**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 02/01/2021 TO 01/31/2024.



  
BETTY ROSA  
INTERIM COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER  
0018311

COUNTY OF NASSAU

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

1. Name of the Entity: VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Address: 100 Motor Parkway, Suite 350

City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

2. Entity's Vendor Identification Number: 04-3472601

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

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

1 File(s) uploaded Nassau County Officers.docx

First Name Patrick  
Last Name O'Leary  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address 100 Motor Parkway  
City Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788  
Country US  
Position President

First Name Richard  
Last Name Hangen  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address 100 Motor Parkway  
City Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788  
Country US  
Position Shareholder

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

If none, explain.

Director and Sole Shareholder: Riichard E. Hangen	NY License # 094431
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1 File(s) uploaded Nassau County Officers.docx

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

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

previously disclosed that participate in the performance of the contract.

Affiliate of Vanasse Hangen Brustlin, Inc.- This affiliate will NOT be performing services

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

Are there lobbyists involved in this matter?

YES  NO

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

(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.

Electronically signed and certified at the date and time indicated by:  
Patrick N. O'Leary [POLEARY@VHB.COM]

Dated: 03/23/2021 11:39:21 AM

Title: 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.

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Stephen Kaplan, Vice President (Geology)

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NY License # 000164



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

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

**FROM:** Department of Public Works

Sent via Email Only

**DATE:** May 5, 2020

**SUBJECT:** Recommendation to Engage Services of Consultant  
Nassau County "On-Call" Traffic Engineering Services  
Project Number T6250003D

This Department intends to procure additional "On-Call" Traffic Engineering Services for our Traffic Engineering Unit to supplement the existing selections made in October of 2018. The services typically provided under an "On-Call" Services agreement include but are not limited to general traffic engineering, inspection, drafting, data collection, traffic signal designs, pavement marking designs, capacity analyses, traffic signal warrant studies, preparation and/or review of traffic impact studies, design of traffic calming measures and asset management system development.

A team of four (4) engineers conducted the consultant selection process and established a technical ranking based upon the evaluation of proposals. The review team included: Harold T. Lutz, Director of Traffic Engineering; Michael Hagan, Traffic Engineer III; David Cotter, Traffic Engineer I; and Aryeh Lemberger, A.I.C.P., Unit Head, Traffic Engineering Unit.

In reply to our Request for Proposals, which was advertised in Newsday and on the County website, we received proposals from eight (8) firms. In accordance with County Executive Order No. 1-1993 and Board of Supervisors Resolution 928-1993, these proposals were reviewed. The eight (8) firms that submitted proposals for review along with the results of the technical ranking and their proposed multipliers for design and inspection work are shown in the chart below.

<b>Firm</b>	<b>Technical Score</b>	<b>Technical Rank</b>	<b>Design/Inspection Multiplier</b>
Greenman-Pedersen, Inc.	96.8	1	2.60/2.20
Nelson & Pope, LLP	95.3	2	2.65/2.20
L.K. McLean Associates, P.C.	95.0	3	2.50/2.25
NV5 New York	94.3	4	2.50/2.30
LiRo Engineers, Inc.	87.0	5	2.50/2.50
VHB Engineering, Surveying and LA, P.C.	84.0	6	2.725/2.35
AECOM	79.5	7	2.60/2.26
KLD Engineering, P.C.	72.3	8	2.596/N/A

It should be noted that no specific cost proposals were requested with this RFQ/RFP since the services are of an "On-Call" nature and a specific scope of work cannot be defined. The Department previously awarded "on-call" agreements to the five (5) highest ranked firms and at this time the Department wishes to award three (3) additional "On-Call" agreements to the next highest ranked firms. Due to the overabundance of assignments the Department requires the services of additional firms to complete assignments in a timely fashion. These firms were similarly rated and ranked during the initial review and are capable of providing the necessary services required by the Department. KLD Engineering, P.C. was rated slightly lower than other firms due to the overall size of their firm which could be overwhelmed on larger assignments. However, our projected workload contains assignments comparable with their abilities. The firms selected will be required to submit a cost proposal on a case by case basis for review and approval for each item of work proposed under this agreement.



Office of the County Executive  
 Att: Brian J. Schneider, Deputy County Executive  
 May 5, 2020  
 Page 2  
 SUBJECT: Recommendation to Engage Services of Consultant  
 Nassau County "On-Call" Traffic Engineering Services  
 Project Number T6250003D

Payments to the firms will be based on actual salaries paid to their personnel times a multiplier. VHB Engineering, Surveying and LA, P.C. was asked to submit a revised multiplier and the rates above reflect their revised submittal. Since there is no specific scope of work, there is no specific cost identified. However, based on previous years, we estimate approximately \$2,000,000.00 worth of work through this agreement. The agreements would have a term of two (2) years with the option to extend for one (1) additional year. Each firm, as part of this RFQ/RFP, was requested to submit a proposed multiplier for design services and a proposed multiplier for inspection services. These multipliers will be capped at a rate to be determined through contract negotiations.

The Department recommends that the following firms be retained for these services in addition to those previously selected:

<b>Firm/Address</b>	<b>Proposed Sub-Consultants/Address/MBE/WBE</b>
VHB Engineering, Surveying and LA, P.C. 100 Motor Parkway, Suite 135 Hauppauge, New York 11788	M & J Engineers, P. C. (MBE/DBE) 2003 Jericho Turnpike New Hyde Park, New York 11040  Gedeon GRC Consulting (MBE/DBE) 6901 Jericho Turnpike Suite 216 Syosset, New York 11791  Traffic Databank (WBE/MBE/DBE) 716 South Sixth Avenue Mt. Vernon, New York 10550  CSM Engineering (WBE) 626 RXR Place Uniondale, New York 11556
AECOM 605 Third Avenue New York, New York 10158	Gedeon GRC Consulting (MBE/DBE) 6901 Jericho Turnpike Suite 216 Syosset, New York 11791  KLD Engineering, P.C. (DBE/MBE) 1601 Veterans Memorial Highway, Suite 340 Hauppauge, New York 11749  Traffic Databank (WBE/MBE/DBE) 716 South Sixth Avenue Mt. Vernon, New York 10550
KLD Engineering, P.C. (DBE/MBE) 43 Corporate Drive Hauppauge, New York 11749	The Traffic Group, Inc. (SDVOSB) 65-39 Maurice Avenue Woodside, New York 11377

Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive  
May 5, 2020  
Page 3  
SUBJECT: Recommendation to Engage Services of Consultant  
Nassau County "On-Call" Traffic Engineering Services  
Project Number T6250003D

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

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



Kenneth G. Arnold  
Commissioner

KGA:JGP:HTL:jd

- c: Joseph G. Pecora, Deputy Commissioner
- Harold T. Lutz, Director of Traffic Engineering
- Christopher Paggi, Assistant Director of Traffic Engineering
- Michael Hagan, Traffic Engineer III
- Jonathan Lesman, Management Analyst II

APPROVED:

 5/5/2020

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

\_\_\_\_\_  
Date

DISAPPROVED:

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

\_\_\_\_\_  
Date

REQUEST TO INITIATE

RTI Number **18-0069**

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

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC  
 RFQ  RFP  RFBC  In-House or Requirements Work Order

Project Title: On-call Traffic Engineering Contract

Department: Public Works Project Manager: Harold Lutz (PW) Date: 2/2/18

Service Requested: Traffic Engineering on-call Services

Justification: The Traffic Engineering Unit of DPW requires specialized assistance on an on-call basis.

Requested by: DPW Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) 0.01  
Circle appropriate phase

**62017**

Total Project Cost: TBD Date Start Work: 1/1/19 Duration: 2 years  
Includes, design, construction and CM Phase being requested Phase being requested

Capital Funding Approval: YES  NO  Roseann Della 3/22/18 4/2/18  
SIGNATURE DATE

Funding Allocation (Capital Project): 62017  
See Attached Sheet if multiyear

NIPS Entered: SP AIM Entered: Deanne Junt 5-1-18  
SIGNATURE DATE SIGNATURE DATE

Funding Code: 62017-000 Timesheet Code: 18-0069  
use this on all encumbrances use this on timesheets

State Environmental Quality Review Act (SEQRA):  
Type II Action  or, Environmental Assessment Form Required   
Supplemental Environmental Documentation

Department Head Approval: YES  NO  [Signature]  
SIGNATURE

DCE/Ops Approval: YES  NO  Brian Schmidt  
SIGNATURE

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

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

DCE/Ops Approval: YES NO Signature \_\_\_\_\_

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

**TO:** Traffic Engineering Unit  
Att: Aryeh Lemberger, Unit Head

**FROM:** Office of the Commissioner

**DATE:** April 11, 2018

**SUBJECT:** CSEA Sub-Contracting Approval  
**C18-021** – T6250003G – "On-Call" Traffic Engineering Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C18-021**.

Please prepare the necessary documentation to proceed with your work.

If you have any questions, please speak with Jonathan Lesman.



Kenneth G. Arnold  
Commissioner

KGA:las

c: Harold Lutz, Director of Traffic Engineering  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II



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

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

**FROM:** Department of Public Works

**DATE:** March 26, 2018

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Proposed Contract No: T6250003G

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

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

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

  
Kenneth G. Arnold  
Commissioner

KGA:WSN:HTL:AL:jd  
c: Christopher Nicolino, Director, Office of Labor Relations  
Rakhal Maitra, Deputy Commissioner  
William S. Nimmo, Deputy Commissioner  
Harold T. Lutz, Director of Traffic Engineering  
Aryeh Lemberger, Unit Head, Traffic and Engineering Unit  
Christopher Yansick, Unit Head, Financial Services Unit  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II



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

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

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

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

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

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

Patrick O'Leary, President

Name and Title of Authorized Representative

m/d/yy



03/08/2021

Signature

Date

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Name of Organization

100 Motor Parkway, Suite 350, Hauppauge, NY 11788

Address of Organization

### Instructions for Certification

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

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**  
**CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN**

**Part 1- General Information:**

Consultant/Contractor Name:	VHB Engineering, Surveying, Landscape Architecture, and Geology, P.C.
Address (street/city/state/zip code):	100 Motor Parkway, Suite 350, Hauppauge, NY 11788
Authorized Representative (name/title):	Patrick O'Leary, President
Authorized Signature:	
Contract Number:	T62500-03D
Contract/Project Name:	Nassau County On-Call Traffic Engineering Services
Contract/Project Description:	On-Call Engineering Services

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

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	Up to \$600,000		
Total MBE Dollar Amount	Up to \$60,000	MBE Contract Percentage	10%
Total WBE Dollar Amount	Up to \$60,000	WBE Contract Percentage	10%
Total Combined M/WBE Dollar Amount	Up to \$120,000	Combined M/WBE Contract Percentage	20%

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount(\$ and Award Date	MBE Contract Scheduled Start Date and Completion Date
<p>Name: Gedeon GRC Consulting</p> <p>Address: 6901 Jericho Turnpike, Suite 216</p> <p>City: Syosset</p> <p>State/Zip Code: NY 11791</p> <p>Authorized Representative: Rudolf J. Gedeon</p> <p>Telephone No. 516.873.7010</p>	<p>Engineering Design Services; Transportation Planning,; Traffic Data Collection; Engineering Resources</p>	<p>Amount (\$): TBD</p> <hr/> <p>On or about 8.3.2020</p> <p>Award Date:</p> <hr/>	<p>Start Date: TBD</p> <hr/> <p>Completion Date: TBD</p> <hr/>
<p>Name: M&amp;J Engineering</p> <p>Address: 2003 Jericho Turnpike</p> <p>City: New Hyde Park</p> <p>State/Zip Code: NY 11040</p> <p>Authorized Representative: Arnold Rubenstein</p> <p>Telephone No. 516.821.7307</p>	<p>Engineering Design Services; Transportation Planning,; Traffic Data Collection; Engineering Resources</p>	<p>Amount (\$): TBD</p> <hr/> <p>On or about Award Date: 8.3.2020</p> <hr/>	<p>Start Date: TBD</p> <hr/> <p>Completion Date: TBD</p> <hr/>
<p>Name: Traffic Databank</p> <p>Address: 716 South Sixth Avenue</p> <p>City: Mount Vernon</p> <p>State/Zip Code: 10550</p> <p>Authorized Representative: Victor Ochieng</p> <p>Telephone No. 914.815.5379</p>	<p>Traffic Data Collection, Engineering Resources</p>	<p>Amount (\$): TBD</p> <hr/> <p>On or about Award Date: 8.3.2020</p> <hr/>	<p>Start Date: TBD</p> <hr/> <p>Completion Date: TBD</p> <hr/>

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$ and Award Date	WBE Contract Scheduled Start Date and Completion Date
<p>Name: CSM Engineering</p> <p>Address: 626 RXR Plaza</p> <p>City: Uniondale</p> <p>State/Zip Code: NY 11556</p> <p>Authorized Representative: Hiara P. Guevara</p> <p>Telephone No. 516.378.4887</p>	<p>Provide Engineering Resources Services</p>	<p>Amount (\$): TBD</p> <hr/> <p>Award Date: On or about 8.3.2020</p> <hr/>	<p>Start Date: TBD</p> <hr/> <p>Completion Date: TBD</p> <hr/>
<p>Name:</p> <p>Address:</p> <p>City:</p> <p>State/Zip Code:</p> <p>Authorized Representative:</p> <p>Telephone No.</p>		<p>Amount (\$):</p> <hr/> <p>Award Date:</p> <hr/>	<p>Start Date:</p> <hr/> <p>Completion Date:</p> <hr/>
<p>Name:</p> <p>Address:</p> <p>City:</p> <p>State/Zip Code:</p> <p>Authorized Representative:</p> <p>Telephone No.</p>		<p>Amount (\$):</p> <hr/> <p>Award Date:</p> <hr/>	<p>Start Date:</p> <hr/> <p>Completion Date:</p> <hr/>