



Certified:

**E-139-21**

Filed with the Clerk of the  
Nassau County Legislature  
Sept. 2, 2021 3:50pm

**NIFS ID: CFPW21000018**      **Department: Public Works**

**Capital: X**

**SERVICE: South Shore Signal Design T62023-02DR-PIN 0989.23**

**Contract ID #: CFPW21000018**

**NIFS Entry Date:**

**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: Christopher Paggi
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone:

## **Routing Slip**

<b>Department</b>	<b>NIFS Entry: X</b>	<b>17 JUN 21 LDIONISIO</b>
<b>Department</b>	<b>NIFS Approval: X</b>	<b>30 JUN 21 RD'ALLEVA</b>
<b>DPW</b>	<b>Capital Fund Approved: X</b>	<b>30 JUN 21 RDALLEVA</b>
<b>OMB</b>	<b>NIFA Approval: X</b>	<b>23 JUL 21 GNOLAN</b>
<b>OMB</b>	<b>NIFS Approval: X</b>	<b>30 JUN 21 NGUMIENIAK</b>
<b>County Atty.</b>	<b>Insurance Verification: X</b>	<b>30 JUN 21 AAMATO</b>

County Atty.	Approval to Form: X	30-JUN-21 -- DGRIPPO
CPO	Approval: X	09-AUG-21 -- PARJUNE
DCEC	Approval: X	16-AUG-21 -- RCLEARY
Dep. CE	Approval: X	17-AUG-21 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	02-SEP-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. for design services related to the South Shore Signal Design project.
<b>Method of Procurement:</b> RFP issued 10/28/19 - eight proposals received.
<b>Procurement History:</b> RFP issued 10/28/19 - VHB was rated highest qualified with a cost proposal that is fair and reasonable for the amount of work required.
<b>Description of General Provisions:</b> VHB Engineering shall prepare plans, specifications and other related documents for the replacement of existing traffic signal control equipment, and the installation of variable message signs (VMS) and traffic cameras, which will connect to the County's existing communication infrastructure. The design and construction will allow the County to replace traffic signals and communications equipment that was damaged from Superstorm Sandy to improve safety, maximize roadway capacity, minimize delays along these arterials, and mitigate for future events similar to Superstorm Sandy. The work includes designing 36 traffic signals, 1 VMS and 7 traffic cameras at various South Shore locations.
<b>Impact on Funding / Price Analysis:</b> Maximums amount is \$517,697 for a term of 12 months. Capital project number 62023. This is a FEDERAL AID job. PIN 0989.23. MWBE utilization rate is 16.26%
<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/62023/00003/002	\$ 517,697.00
Control:	00	Contract:				\$ 0.00
Resp:	CAP	County	\$ 0.00			\$ 0.00
Object:	00003	Federal	\$ 414,158.00			\$ 0.00
Transaction:	CF	State	\$ 0.00			\$ 0.00
Project #:	62023	Capital	\$ 103,539.00			\$ 0.00
Detail:	002	Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 517,697.00		TOTAL	\$ 517,697.00
% Increase						
% Decrease						

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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 DEPARTMENT OF PUBLIC WORKS, AND VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C.

WHEREAS, the County has negotiated a personal services agreement with VHB Engineering, Surveying and Landscape Architecture and Geology, P.C. for design services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with VHB Engineering, Surveying and 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:** \$517697

**Amount to be encumbered:** \$517697

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:**

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

If yes, please explain:

4. **Funding Source:**

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

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

If not, will it require a future borrowing? Y

Has the County Legislature approved the borrowing? Y

Has NIFA approved the borrowing for this contract? N

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

The purpose of this contract is to establish a personal services agreement between Nassau County and VHB to provide design services for the project known as South Shore Signal Design in the amount of \$517,697 (including contingency) to be paid from capital project number 62023. This is a FEDERAL AID job. PIN 0989.23.

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”).

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

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

WHEREAS, the Firm 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 Agreement shall commence on the date on which this Agreement is executed by the County (the Commencement Date”) and terminate twelve (12) months later (Expiration Date”), unless sooner terminated or extended in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for Construction and/or Post Construction Phase Services until project close-out, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services. (a) The services to be provided by the Firm under this Agreement for T62023-02D, South Shore Signal Design shall consist of the specific work divisions and deliverables related to this project as described in and subject to the “Detailed Scope of Services,” attached hereto and hereby made a part hereof as Appendix “A”. Services that were included in the firm’s proposal shall be considered part of the Agreement and shall be provided, at the request of the Department (the “Services”).

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 subject to and set forth in the “Payment Schedule,” attached hereto and made hereby part hereof as Appendix “B”.

(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 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.

4. 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).

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of 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, the occurrence of which shall be



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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) 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.

(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
- (vi) 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.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best 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.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the 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, further to the Contractor's indemnification obligations, 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 and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. 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 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance 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 to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The 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 Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department 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 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.

10. 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.

11. 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.

12. 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. 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.

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

15. 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.

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

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

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

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

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

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three dollars and no cents (\$ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals 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.

21. 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 Left 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: Sr. VP, Northeast Regional Manager

Date: February 24, 2021

NASSAU COUNTY

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

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

Title: County Executive

☐ Deputy County Executive

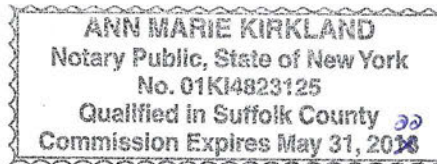
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

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

On the 24th day of February in the year 2021 before me personally came Theresa Elkowitz, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Sr. VP, Northeast Regional Manager of VHB Engineering, Surveying, Landscape Architecture and Geology, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

*Ann Marie Kirkland*  
NOTARY PUBLIC  
*NOTARIZED PURSUANT TO EXEC. ORDER 2020.7*



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

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

NOTARY PUBLIC



## APPENDIX “A”

### DETAILED SCOPE OF SERVICES

#### **Scope of Services**

The Scope of Services (“Scope”) outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this job title and compensation review and analysis.

#### **Overview**

1. Under Contract with Nassau County the successful Firm shall develop a technical report, plans, specifications, and estimates for the construction for this project.
2. This work shall include the design of 36 traffic signals, 1 VMS and 7 traffic cameras at the following locations:

#### **Traffic Signals**

	<b>Signal #</b>	<b>Artery</b>		<b>Cross Street</b>	<b>Hamlet</b>
1	4395	Peninsula Blvd	@	Lafayette Dr	Hewlett
2	4321	Peninsula Blvd	@	Saddle Ridge Rd	Woodmere
3	4702	Peninsula Blvd	@	Longacre Ave	Woodmere
4	4116	Peninsula Blvd	@	Woodmere Blvd	Woodmere
5	41464	Hewlett Dr.	@	Rosedale Rd	Woodmere
6	51105	Gibson Blvd	@	Page Rd	Valley Stream
7	5876	Mill Rd	@	Jedwood Rd	Valley Stream
8	11335	Merrick Rd	@	Home Depot	Freeport
9	1940	Merrick Rd	@	Liberty Ave	Freeport
10	1939	Merrick Rd	@	St. Johns Pl	Freeport
11	1938	Merrick Rd	@	Buffalo Ave	Freeport
12	1937	Merrick Rd	@	Albany Ave / Mill Rd	Freeport
13	7995	Merrick Rd	@	Farmers Ave	Bellmore
14	7430	Merrick Rd	@	Seaford Ave	Massapequa
15	7277	Merrick Rd	@	Ocean Ave	Massapequa
16	7356	Merrick Rd	@	Alhambra Rd	Massapequa
17	7479	Merrick Rd	@	Arlyn Dr West	Massapequa
18	1932	Atlantic Ave	@	Guy Lombardo Ave	Freeport
19	1986	Guy Lombardo Ave	@	Cedar St	Freeport
20	1987	Guy Lombardo Ave	@	Front St	Freeport
21	1984	Guy Lombardo Ave	@	Archer St	Freeport
22	1985	Guy Lombardo Ave	@	Ray St	Freeport
23	1997	Buffalo Ave	@	Mill Rd	Freeport
24	1958	S. Long Beach Rd	@	Cedar St	Freeport
25	4558	Atlantic Ave	@	Lawson Blvd	Oceanside
26	4628	Oceanside Rd	@	Mott St	Oceanside
27	4109	Kenridge Rd	@	Meadow La	Lawrence

28	4338	Lawrence Ave	@	Rock Hall Rd	Lawrence
29	4108	Rock Hall Rd	@	Meadow La	Lawrence
30	41533	Rock Hall Rd	@	Harbor View West	Lawrence
31	41082	Main St	@	Waldo Ave	East Rockaway
32	41083	Main St	@	Atlantic Ave	East Rockaway
33	41255	Long Beach Rd	@	Marina Pl / Covert La	Island Park
34	4208	Long Beach Rd	@	Waterford Rd / Island Pky	Island Park
35	4191	Long Beach Rd	@	Sagamore Rd	Island Park
36	4042	Long Beach Rd	@	Warwick Rd	Island Park

### **Traffic Cameras**

	<b>Artery</b>		<b>Cross Street</b>	<b>Hamlet</b>
1	Route 878	@	Atlantic Beach Bridge (North Side)	Lawrence
2	Atlantic Ave	@	Guy Lombardo	Freeport
3	Atlantic Ave	@	Rockaway / Lawson Blvd	Oceanside
4	Mill Rd	@	Jedwood Pl	Valley Stream
5	Peninsula Blvd	@	Woodmere Blvd	Woodmere
6	Main St	@	Atlantic Ave	East Rockaway
7	Long Beach Rd	@	Waterford Rd	Island Park

### **VMS**

	<b>Artery</b>		<b>Cross Street</b>	<b>Hamlet</b>	<b>Direction</b>
1	Route 878	@	Atlantic Beach Bridge (North Side)	Lawrence	1

Work will include the design of all associated equipment. Electrical conduit shall be tested and deteriorated conduit shall be replaced where necessary. All work shall include mitigation measures for future storms equivalent to Superstorm Sandy.

- Where communications exist, this design will incorporate the use of existing copper and fiber optic communications back to the Traffic Management Center in Westbury. Some locations may require the replacement of portions of communications cable or the installation of wireless communications.
- The selected firm will provide contract documents in accordance with New York State Department of Transportation (NYSDOT) and the Procedures for Locally Federal Aid Projects Manual. Special coordination will be required in order to insure NYSDOT approval of the Advanced Detail Plans (ADP) and Plans, Specifications and Estimate (PS&E). All project work is intended to occur within public Right-of-Way (ROW).
- The selected Firm shall be excluded from consideration for the construction related request for proposals that will succeed the final design.

### **Data Collection and Survey**

- The Firm will be required to survey, evaluate, and summarize existing traffic signal

equipment for thirty-two (32) signals listed in Section C.2. This summary should include left turn signals, vehicle head size, location and layout, emergency vehicle and /or railroad pre-emption, controller type, crosswalks, vehicle detection type, mast arm and strain pole heights, and condition of equipment.

2. The firm will be required to evaluate proposed signal work with the Nassau County Project Manager and forward their recommendations to the County for review.
3. The selected firm will be required to survey, evaluate and prepare a written report of the proposed VMS and camera locations listed in Section C.2. The selected firm shall develop a table and map indicating locations where adequate right-of-way exists to allow for the installation of a sign structure foundation and pole without disruption of existing underground utilities. The selected firm must ensure that adequate pedestrian facilities will be retained following installation, that there will be minimum overhead utility disruption, and ensure that each VMS sign will be clearly visible from the motorist's vantage point.
4. Although four (4) proposed VMS and three (3) camera locations have been identified, available right of way, viewing distance, underground utilities, and project budget may reduce the actual number of locations that will require a design plan. The County reserves the right to omit a location and replace with a new location. The selected firm may propose alternate locations to the project manager for review.
5. The selected firm will be required to evaluate the proposed locations in consultation with the Nassau County Project Manager and forward their recommendations to the County Project Manager.
6. Each location where work is necessary, mapping at a scale of 1" = 20' shall be obtained or created. 1:20 plans shall be prepared for each intersection where work will be performed.
7. The Firm shall perform archival search for property lines and right-of-way based on information available on tax maps and deeds. The Firm shall solicit underground and overhead information from involved utility companies.
8. Interconnect mapping shall be developed at a scale of 1" = 40' on an as-needed basis or as ordered by the project manager. 1:40 interconnect plans shall be developed only for locations where interconnect cable or conduit is being replaced or repaired as the result of storm damages.
9. Field edit plans. Identify features that may impact proposed work. This includes but is not limited to poles, hydrants, signs, fencing, manholes, storm water catch basins, and trees. The field survey should insure that no underground or overhead utilities are affected by the proposed installation.
10. Although not every signal may require a full rebuild, signals that are being modified will also require plan sheets.
11. The selected Firm shall conduct an evaluation of the pedestrian ramps within the area where work is being conducted. The evaluation shall follow PROWAG and Nassau County guidelines.

## **Mapping**

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

## **Data Development**

1. Develop data tables to categorize existing traffic signal locations including the Nassau County numerical designations for each location.
2. Develop data table to categorize proposed roadway speed data collection locations.
3. Develop data table to categorize incident management camera locations and proposed new camera locations.
4. Develop a table to categorize Curb Ramps based upon location, type, and size.

## **Technical Design Report (TDR)**

1. The TDR shall evaluate recommended improvements and mitigation for the scope of this project. The Firm will work with Nassau County to assess the technologies that best suit the project site areas. The firm shall prepare a technical design report that will include, at a minimum, the following:
  - i. Description of existing conditions and associated problems;
  - ii. Description of the scope of work;
  - iii. Design criteria;
  - iv. Recommended mitigation measures;
  - v. Schedule of anticipated design drawings;
  - vi. Construction Schedule;
  - vii. Preliminary cost estimation;
  - viii. Inventory of curb ramps;
  - ix. Evaluation of the use of APS signaling
2. While other documents may be cited for reference, the Technical Design Report must be able to stand on its own as the basis for design. The firm shall submit the report (5 copies) in draft form for review by the County. The firm shall meet with the County to discuss review comments and then revise and resubmit in final form (5 copies).

## **Specifications**

1. NYSDOT Specifications and NYSDOT/Nassau County Special Specifications will be used for this design project. The Firm shall communicate any changes to NYSDOT and Nassau County specifications for approval by the County.
2. The Firm may be required to create new special specifications for items not currently used by the County. These new items would require submittal to NYSDOT for review and approval.
3. Final project specifications shall be stamped and signed by a New York State Professional Engineer.

## **County-Supplied Data**

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

## **Evaluation of Pedestrian Ramps**

1. The Firm shall conduct an evaluation of the pedestrian ramps within the project area. The evaluation and subsequent design shall follow PROWAG and Nassau County guidelines.
2. For new pedestrian ramps that are installed under this project that do not meet PROWAG and Nassau County guidelines, a non-standard ramp justification form must be completed.

## **Pedestrian Signals**

1. The selected Firm shall conduct an Accessible Pedestrian Signal (APS) feasibility evaluation for all intersections within the project area. The evaluation shall follow Nassau County guidelines. Those crossings where APS signaling is determined a priority will be included in the design services and added to the construction documents.
2. Pedestrian crossings shall incorporate pedestrian countdown signaling.

## **Final Design (ADP)**

1. Develop and provide for County review, three (3) half-scale sets of advanced detail plans (approximately 90 percent complete) along with specifications and estimate of quantities for all traffic signals requiring a full re-build for each project.
2. Each proposed signal plan sheet must be accompanied by an equipment removal plan sheet and a cabinet wiring diagram table.
3. Advanced detail plans for each location shall identify curb lines, sidewalks, driveways, ROW, property lines, existing N.C. traffic equipment, and relevant utility information.
4. Engineers Estimate of Quantities table shall be provided.
5. Final plans shall be stamped and signed by a New York State Professional Engineer.

## **Final Plans (PS&E)**

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

## **Meetings**

1. Attend review meetings with the County and appointed consultants on the average of once per month in order to review job progress, resolve design issues and address and resolve other questions. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.

2. Attend all meetings with the County and representatives of DOT and/or Public in relation to these projects. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
3. In addition, the Firm will be required to attend field meetings to discuss proposed equipment locations with the County project manager as well as any required meetings with public utility companies, FHWA, and DOT.

### **General Requirements**

1. **PS&E submission for the South Shore Signal Design shall have a deadline of 12 months from Notice to Proceed.**
2. A project schedule must be submitted to the County Project Manager at the start of design and shall be updated monthly by the Firm.
3. The Firm will be expected to enter into a user agreement with Nassau County GIS Department in order to utilize Nassau County GIS Mapping as a base map reference.
4. The construction phase of this project is a Federal Aid project and requires that certain documents be prepared and submitted to the NYSDOT in order to advance the project to the construction phase. The Firm will be responsible for completing some Federal Aid documents in accordance with the Local Procedures Manual.
5. The Firm will be responsible to coordinate and attend any make-ready walk-thru meetings with the appropriate utility companies.

### **Design Engineering Support During Construction**

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

1. Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the County with one (1) set of conformed plans and master specification book as a PDF file and bound .DWG plans on a CD. Additionally, provide (4) hard copies of the conformed contract documents.
2. Provide representation at the site(s) pre-construction conference.
3. Per request of Nassau County, review and approve detailed construction, shop, and erection drawings.
4. Per request of Nassau County, review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
5. Per request of Nassau County, review all laboratory, shop, mill, material, and equipment test reports.
6. Per request of Nassau County, prepare supplemental sketches, if required, to reflect actual field conditions when conflicts and discrepancies between contract plans and site conditions exist.
7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Per request of Nassau County, assist the County and Prime Construction Contractors in interpreting the construction contract documents.
9. Per request of Nassau County, review change orders and prepare supplementary

drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.

10. Arrange for the project manager and support staff to attend six (6) update and project meetings.
11. Per request of Nassau County, provide consultation on special construction problems by specialists in specific fields of work.
12. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

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

Per request of Nassau County, the Firm shall assist in start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with this project:

1. Scheduling

Per request of Nassau County, the Firm, in conjunction with the County and Prime Construction Contractor, shall assist in development of the overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.

2. Start-Up Assistance

Per request of Nassau County, the Firm shall provide expert on-site assistance prior to and during initial start-up. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision.

3. Strategic Start-Up Plan

This plan is designed to delineate major and minor events expected when placing into operation installed equipment. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm, and Construction Contractors). This plan shall be reviewed with the County.

4. Troubleshooting and Debugging

It is anticipated that equipment problems will arise during and following start-up. Per request of Nassau County, the Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems, and develop solutions that will minimize the overall effects on County personnel and traffic.

## 5. Optimization

Per request of Nassau County, the Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and “fine tune” that signaling and associated equipment once they have been started up.

## **Cost Estimation**

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

## **Assumptions**

1. All drawings will be submitted to the County using .DWG AutoCAD format.
2. Design of roadway improvements, as in road widening or radii improvements, will not be required.
3. Due to the nature of the proposed improvements, it is assumed that it is not necessary to tie the survey into the U.S. Geological Survey or State Plane Coordinate System.
4. Collection of traffic count data will not be necessary.
5. The County will provide as-built signal and highway plans where available.
6. The Firm will be responsible for recording meeting minutes at each meeting. These minutes shall be submitted to the County for review within one (1) week of the meeting. Following the County Project Manager's review, a copy of the final meeting minutes shall be submitted to the County.
7. The proposed project schedule requires completion of design work within 12 months of Notice to Proceed.
8. Soil borings will not be needed.
9. Environmental underground assessments (i.e. check for underground pollutant leakage) will not be needed.
10. It is assumed that the following available data will be provided by Nassau County:
  - i. Arterial strip mapping and utility information (where available).
  - ii. Fiber communications system plans.
  - iii. Traffic signal and electrical intersection plans for signals impacted by this project.
  - iv. Nassau County plans will be supplied in electronic format if available.
11. Where Traffic Incident Management cameras exist, the firm shall incorporate the installation of a new camera and associated equipment as part of the signal rebuild. In addition, at the request of the County Project Manager, new camera locations may be identified and included along within site locations as part of this project.
12. The installation of vehicle speed sensor equipment will be included as part of this project at key locations throughout the length of the project corridor.
13. Fiber Optic or Copper Interconnect Plans will be required as needed where interconnect work is being conducted.
14. In order to expedite the review of ADP plans, the engineering firm shall submit plans in groups of approximately fifteen (15) at a time.
15. The Engineering Firm shall prepare all project front sheets including, but not limited to: Index, Legend, Key Map, Notes Pages, Detail Sheets, Maintenance and Protection of



Traffic Details, Sensor Location Details, Tables, Communication Diagrams, System Block Diagrams, Fiber Optic Allocation Tables, Fiber Optic Splice Plans, Camera details, Wi-Fi reader details, and any other pages requested by the County.

16. The Firm shall attend all Project coordination meetings and prepare, coordinate, and attend public meeting related events, both within and external to the County.
17. The Firm shall submit written responses to all County review comments.
18. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.
19. Review all questions during the contract bidding and prepare all addenda as required.

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

1. Proposals submitted and subsequent design and related services must comply with all applicable Federal, State and local laws, rules, regulations, codes, ordinances, and standards. These may include but are not limited to New York State General Municipal Law, New York State Department of Transportation (NYSDOT), Manual on Uniform Traffic Control Devices (MUTCD) and the New York State Supplement, Local and State codes including building, fire prevention, electrical, and other codes and ordinances, and all other applicable Federal, State and local regulations.
2. The Firm shall coordinate its design and related services with authorities having jurisdiction. All submittals required by such authorities having jurisdiction shall be the responsibility of the Firm.

### **Diversity Requirements**

1. Nassau County is committed to awarding a contract to firms that will provide high quality services and that are dedicated to diversity and to containing costs. Nassau County strongly encourages Firms that are certified by New York State, and other city or state, or the federal government, as DBE and M/WBE firms, as well as Firms that are not yet certified but have applied to certification, to submit resources to this RFP. All New York State-certified DBE or M/WBE firms submitting proposals to this RFP should be registered as such with the New York State Department of Economic Development. For DBE or M/WBE firms that are not certified but have applied for certification, Respondents must provide evidence of filing including filing date.
2. Nassau County is required to implement the provisions of New York State Executive Law Article Section 312 and 5 NYCRR 143 for all New York State funded contract as defined therein, with a value in excess of \$25,000. Nassau County is required under contract to comply with Executive Order 11246, entitled "Equal Employment Opportunity and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27). Nassau County strongly encourages joint ventures of DBE and M/WBE firms with majority firms and DBE and M/WBE firms with other similarly established firms. For purposes of this solicitation, Nassau County hereby establishes an overall goal of:
  - 5.8% Minority Utilization
  - 6.9% Female Utilization

END OF SECTION

**APPENDIX “B”**

**PAYMENT SCHEDULE**

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

**A. BASIC SERVICES {Not-to-Exceed Fee}**

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed Five Hundred Seventeen Thousand, Six Hundred Ninety Seven (\$517,697).

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. 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. 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)

## END OF SECTION

### **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.

## Appendix L

### Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Patrick O'Leary (Name)

100 Motor Parkway, Suite 350, Hauppauge, NY 11788-5120 (Address)

631-787-3400 (Telephone Number)

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

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

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



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

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

Dated: February 24, 2021

P.N. O'Leary  
Signature of Chief Executive Officer

Patrick O'Leary  
Name of Chief Executive Officer

Sworn to before me this

24<sup>th</sup> day of February, 2021.

Ann-Marie Kirkland  
Notary Public  
NOTARIZED PURSUANT TO EXEC. ORDER 2020.7



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:** VHB Engineering, Surveying, Landscape Arch and Geology, F

**CONTRACTOR ADDRESS:** 100 Motor Parkway, Suite 350, Hauppauge, NY 11788

**FEDERAL TAX ID #:** 04-3472601

**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 10/28/2019 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday (10/28, 11/4, 11/11, 11/1) [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 11/25/2019 [date]. 8 [state #] proposals were received and evaluated. The evaluation committee consisted of: Harold T. Lutz, Director of Traffic Engineering; Christopher Paggi, Assistant Director of Traffic Engineering, Michael Hagen, TE III, Jeff Lindgren, TE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Roseann Dalleva*

Department Head Signature

05/13/21

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.

## 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: Christopher Charles Danforth  
Date of birth:   
Home address:   
City:  State/Province/Territory:  Zip/Postal Code:   
Country:

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	<input type="text"/>	Treasurer	<input type="text"/>
Chairman of Board	<input type="text"/>	Shareholder	<input type="text"/>
Chief Exec. Officer	<input type="text"/>	Secretary	<input type="text"/>
Chief Financial Officer	<input type="text"/>	Partner	<input type="text"/>
Vice President	06/20/2012		
(Other)	<input type="text"/>		

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, 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**

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:  
Christopher Charles Danforth [CDANFORTH@VHB.COM]

---

Vice President Land Surveying  
Title

---

03/26/2021 05:29:27 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: Juan Carlos Vargas  
 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
Country	US	Zip/Postal Code:	11788
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	08/31/2015		
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

President of Non-For-Profit Professional Association: Design Professionals Coalition of Long Island (DPCLI)



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		Shareholder	<u>02/13/2015</u>
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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**

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:  
Patrick N. O'Leary [POLEARY@VHB.COM]

---

President  
Title

---

03/04/2021 12:22:43 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: Richard Hangen  
Date of birth:                       
Home address:                       
City:                      State/Province/Territory:                      Zip/Postal Code:                       
Country:                     

Business Address: 101 Walnut Street  
City: Watertown State/Province/Territory: MA Zip/Postal Code: 02471  
Country: US  
Telephone: 6177287777

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

List of other addresses and telephone numbers attached

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

President	<u>                    </u>	Treasurer	<u>                    </u>
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.

Director and Sole Shareholder

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, 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: 03/04/2021

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:

\_\_\_\_\_

- 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 of Conflicts of Interest. The policy is attached. The section on Conflicts of Interests is on pages 11-13.

1 File(s) Uploaded: 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;

02/24/1999

- 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.

Richard E. Hangen

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

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

Director and Sole Shareholder:

Richard E. Hangen

[REDACTED]

NY License Number: 094431

Officers:

Patrick Neil O'Leary, President (Engineering)

[REDACTED]

NY License Number: 089858

Christopher Charles Danforth (Land Surveying)

[REDACTED]

NY License Number: 050848

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

[REDACTED]

NY License Number: 002183

Stephen Kaplan, Vice President (Geology)

[REDACTED]

No officers and directors from this company have been attached.

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 # (516) 571-6998

E-Mail Address jlindgren@nassaucountyny.gov

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 # (631) 351-3053

E-Mail Address sspittal@huntingtonny.gov



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

---

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**

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

Name of submitting business: VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

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

President  
Title

03/04/2021 12:16:30 PM  
Date



Corporate Compliance Program

# Code of Business Ethics & Conduct





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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*

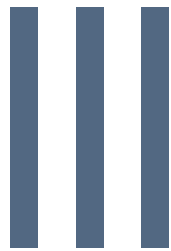
The written procedures and policies used by VHB that are designed to ensure all officers, directors, and employees are aware of the Code and adhere to its standards. The Corporate Compliance Program is implemented and administered by the Chief Compliance Officer. The Corporate Compliance Program includes 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

████████████████████

NY License # 094431

Patrick Neil O'Leary, President (Engineering)

████████████████████

NY License # 089858

Christopher Charles Danforth, Vice President (Land Surveying)

████████████████████

NY License # 050848

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

████████████████████

NY License # 002183

Stephen Kaplan, Vice President (Geology)

████████████████████

NY License # 000164

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Stephen Kaplan, Vice President (Geology)

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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**

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

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

CERTIFICATE NUMBER  
**0018311**



  
BETTY ROSA  
INTERIM COMMISSIONER OF EDUCATION

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):

*No principals have been attached to this form.*

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

If none, explain.

Director and Sole Shareholder:

Richard E. Hangen



NY License Number: 094431

*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 Vanasses Hangen Brustlin, Inc.

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: 03/04/2021 12:27:52 PM

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

## Nassau County Officers

Richard E. Hangen, Director and Sole Shareholder

████████████████████

NY License # 094431

Patrick Neil O’Leary, President (Engineering)

████████████████████

NY License # 089858

Christopher Charles Danforth, Vice President (Land Surveying)

████████████████████

NY License # 050848

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

████████████████████

NY License # 002183

Stephen Kaplan, Vice President (Geology)

████████████████████

NY License # 000164



VANAS-1

OP ID: SJ

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 05/17/2021

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

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

<b>PRODUCER</b> 781-245-5400 Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Christopher A. Poole	<b>CONTACT</b> NAME Christopher A. Poole PHONE (A/C, No, Ext) 781-245-5400 FAX (A/C, No) 781-245-5463 E-MAIL ADDRESS												
INSURER(S) AFFORDING COVERAGE													
<b>INSURED</b> Vanasse Hangen Brustlin, Inc. VHB Eng Surveying Landscape Arch & Geology PC; VHB Eng NC PC Vanasse Hangen Brustlin LLC, VHB Metro DC LLC Brinkerhoff Env Services Inc. Survey Eng Resources LLC PO Box 9151, Watertown, MA 02471	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A Transportation Insurance Co</td> <td style="width: 20%;">NAIC # 20494</td> </tr> <tr> <td>INSURER B Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>	INSURER A Transportation Insurance Co	NAIC # 20494	INSURER B Continental Insurance Company	35289	INSURER C Continental Casualty Company	20443	INSURER D XL Specialty Insurance Company	37885	INSURER E		INSURER F	
INSURER A Transportation Insurance Co	NAIC # 20494												
INSURER B Continental Insurance Company	35289												
INSURER C Continental Casualty Company	20443												
INSURER D XL Specialty Insurance Company	37885												
INSURER E													
INSURER F													

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	6018141932 NO DEDUCTIBLE INCL XCU COVERAGE	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Blanket Waiver						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							ValPapers \$ 1,500,000
B	AUTOMOBILE LIABILITY	X	X	6018203376 COMP/COLL 1K	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> 1501873 MA SAFETY NOH						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	6018203362 FOLLOWS FORM	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 14,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 14,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	X	6017185236	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACC DENT \$ 1,000,000
	If yes, describe under DESCR PTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Arch/Eng Prof Liab			DPR9962765 FULL PRIOR ACTS	07/19/2020	07/19/2021	Per Claim \$ 5,000,000
	incl PollutionLiab						Aggregate \$ 5,000,000

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

VHB Project: 83072.19  
 PW-T62023-02D/PIN 0989.23 - South Shore Traffic Signal Design  
 See Attachment

## CERTIFICATE HOLDER

## CANCELLATION

<b>NASSA-5</b>  Nassau County Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**NOTEPAD:**

HOLDER CODE **NASSA-5**  
INSURED'S NAME **Vanasse Hangen Brustlin, Inc.**

**VANAS-1**  
**OP ID: SJ**

PAGE **2**  
Date **05/17/2021**

Nassau County is included as additional insured per written contract under the general, auto, and umbrella liability policies subject to same terms and conditions. Coverage is primary and non-contributory. Waiver of subrogation applies to indicated policies in favor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.

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

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

**FROM:** Department of Public Works

**DATE:** February 27, 2020

**SUBJECT:** South Shore Signal Design  
RFP No. PW-T62023-02DR – PIN 0989.23  
**RECOMMENDATION OF AWARD**

The Nassau County Department of Public Works (NCDPW) desires to procure design services for South Shore Signal Design. The scope of work involves the design of thirty-six (36) traffic signals, seven (7) CCTV cameras, one (1) VMS, and associated network communications in various south shore communities of Nassau County.

The "Request for Proposal" (RFP) was prepared in conformance with the Department's Policy for assessing understanding, technical approach, statement qualification, firm capability, and past relevant experiences. The RFP was posted on the County's website utilizing E-Procure, New York State Contract Reporter, and in Newsday.

The County received eight (8) responses to the RFP, all of the proposals were eligible for review.

The technical proposals were evaluated by professional staff within the Department: Harold T. Lutz, Director of Traffic Engineering; Christopher Paggi, Assistant Director of Traffic Engineering; Michael Hagan, Traffic Engineer III; and Jeff Lindgren, Traffic Engineer II.

<b>Firm Name</b>	<b>Technical Rating</b>	<b>Rank</b>	<b>Cost Proposal</b>
VHB	86.50	1	\$470,634.00
Nelson and Pope	82.00	2	\$465,920.00
LKMA	81.75	3	\$649,335.00
Cameron	77.25	4	\$681,337.00
AECOM	72.75	5	\$1,126,964.00
M&J	65.25	6	\$666,292.00
LIRO	64.50	7	\$651,480.00
Gedeon	48.50	8	\$1,067,986.00

VHB was technically ranked number one among the submittals from the eight (8) firms. VHB's team staff and experience will provide best value to the County and has the second lowest cost proposal among the eight (8) firms. The initial design services cost estimate for this project was \$518,000.00. The criteria used to assess the best value to the County incorporated the proposal's ability to satisfy the requirements detailed in the scope of work, the proposing firm's capacity to provide the proposed services defined in the proposal within the requisite time frame, the proposing firm's related experience pertaining to County traffic signal design requirements, and the County's previous experience with the quality of work submitted by each of the proposing firms in past projects.



Office of the County Executive

Att: Brian J. Schneider, Deputy County Executive

February 27, 2020

Page two

SUBJECT: South Shore Signal Design  
RFP No. PW-T62023-02DR – PIN 0989.23  
**RECOMMENDATION OF AWARD**

As such, it was determined that VHB's proposed fee of \$470,634.00 represents a fair fee for the proposed services. Additionally, due to the aggressive schedule for this project, it is in our opinion that VHB will provide the best level of satisfaction for the proposed services given their experience with similar recent County projects.

It is the Department's recommendation that VHB be retained for this contract and that a total fee of \$517,697 which is the submitted fee + 10% contingency be approved. Funding for said services is available under Capital Project Number 62023.

Following your approval, or disapproval, we will proceed accordingly. With your concurrence, the Department will process the agreement through the appropriate approvals.



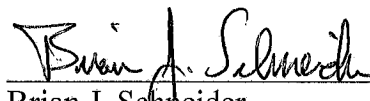
Kenneth G. Arnold  
Commissioner

KGA:JGP:HTL:ac

c: Joseph G. Pecora, Deputy Commissioner  
Harold T. Lutz, Director of Traffic Engineering  
Christopher Paggi, Assistant Director of Traffic Engineering

APPROVED:

DISAPPROVED:

 2/25/2020  
\_\_\_\_\_  
Brian J. Schneider Date  
Deputy County Executive

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



**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: South Shore Signal DesignDepartment: Public Works Project Manager: Jeff Lindgren Date: November 16, 2018Service Requested: Design engineering services for the replacement of traffic signals and ancillary equipment at various locations along the south shore.Justification: This project will result in the design for the construction of the permanent rebuilding of traffic signals that were impacted by Superstorm Sandy. The project has received 90% funding match from Federal Highway Administration (FHWA) for design services and construction.Requested by: Harold Lutz PE, Director of Traffic Engineering Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$517,684.00  
Circle appropriate phaseTotal Project Cost: \$6,471,050.00

Includes, design, construction and CM

Date Start Work: 2/1/2019

Phase being requested

Duration: 18 Months

Phase being requested

Capital Funding Approval: YES ☐ NO ☐

SIGNATURE

DATE

Roseann Delle 4/19/19New Cap PlanFunding Allocation (Capital Project): 62023See Attached Sheet if multiyear ☐NIFS Entered: AP

SIGNATURE

DATE

AIM Entered: Nancy Allen 4/29/19

SIGNATURE

DATE

✓ Funding Code: 62023-000

use this on all encumbrances

Timesheet Code: 18-0421

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

Roseann Delle

DCE/Ops Approval:

YES ☒ NO ☐

SIGNATURE

Brian J. Salmon 4/22/19**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:** Jeff Lindgren, Project Manager, Traffic Engineer II

**FROM:** Office of the Commissioner

**DATE:** October 23, 2018

**SUBJECT:** CSEA Sub-Contracting Approval  
**C18-113** –T62023-02 – South Shore Signal Design

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 **C18-113**.

Please prepare the necessary documentation to proceed with your work.

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



Roseann D'Alleva  
Deputy Commissioner

RD:las

c: Harold Lutz, Director of Traffic Engineering  
Loretta Dionisio, Assistant to Deputy Commissioner  
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:** October 9, 2018

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
South Shore Signal Design  
Contract No: T62023-02

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: Engineering Design
2. The work involves the following: Design of Traffic Signals, communications and ITS equipment at various locations along the South Shore of Nassau County.
3. An estimate of the cost is: \$517,684.00
4. An estimate of the duration is: Eighteen (18) months
5. Due to the nature and complexity of this work, historically, projects of this type have not been completed utilizing County work force.

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

*Roseann D'Alleva*

Roseann D'Alleva  
Deputy Commissioner

RD:HTL:AL:ac

c: Kenneth G. Arnold, Commissioner  
Christopher Nicolino, Director, Office of Labor Relations  
Loretta Dionisio, Assistant to Deputy Commissioner  
Harold T. Lutz, Director of Traffic Engineering  
Christopher Yansick, Unit Head, Financial Services Unit  
Diane Pyne, Unit Head, Human Resources Unit  
Aryeh Lemberger, Unit Head, Traffic Engineering Unit  
Jeff Lindgren, Project Manager, Traffic Engineer II  
Jonathan Lesman, Management Analyst II  
David Cotter, Traffic Engineer I



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

Name and Title of Authorized Representative

m/d/yy

*P.O. Leary*

5.21.21

Signature

Date

VHB Engineering, Surveying, Landscape Architecture and Geology, PC

Name of Organization

100 Motor Parkway, Ste 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:	T62023-02D
Contract/Project Name:	South Shore Signal Design
Contract/Project Description:	Develop a technical report, plans, specifications and estimate for the construction the following traffic signals at 36 locations, traffic cameras at 7 locations and VMS design at 1 location

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

	Amount (\$)		Percentage (%)
Total Dollar Value of the Prime Contract	\$394,120.73		83.74%
Total MBE Dollar Amount	\$35,674.40	MBE Contract Percentage	7.58%
Total WBE Dollar Amount	\$40,839.20	WBE Contract Percentage	8.68%
Total Combined M/WBE Dollar Amount	\$76,513.60	Combined M/WBE Contract Percentage	16.26%

**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
Name: M&J Engineering Address: 2003 Jericho Turnpike City: New Hyde Park State/Zip Code: NY, 11040 Authorized Representative: Arnold Rubenstein Telephone No.	Existing condition survey and mapping, technical design report, ADA assessment, traffic signal design services	Amount (\$): \$35,674.40 <hr/> Award Date: anticipated Sept/Oct 2021	Start Date: TBD <hr/> Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): <hr/> Award Date: <hr/>	Start Date: <hr/> Completion Date: <hr/>

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

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount(\$) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: KAG Engineering , PLLC Address: 210 Suydam Lane City: Bayport State/Zip Code: NY, 11705 Authorized Representative: Kara Blanchard, P.E. Telephone No. 347.497.7940	Existing condition survey and mapping, technical design report, ADA assessment, traffic signal design services	Amount (\$): \$40,839.20   Award Date: anticipated Sept/Oct 2021	Start Date: TBD   Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):   Award Date:	Start Date:   Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$):   Award Date:	Start Date:   Completion Date: